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THE

Second Part

Of the YOUNG

CLERKS GVIDE:

Or a second

COLLECTION

Of choyce

Engliſh Preſidents

For Indentures of ſettlements, Letters of Licence and Compoſition, Aſſignments, Letters of Atturney, Conditions, Obligations in Engliſh, and ſundry others.

Compiled by Sir *R. H.*

And peruſed by a Judicious Practiſer, very uſeful and neceſſary for all.

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The Table.

Indentures.

A *Deed of Iointure, wherin lands are ſettled under a* proviſo *to be void on the aſſurance of other lands of the ſame value, and to the ſame uſes.* pa. 1.

An indenture of Covenants between two partners at the diſſolution of their co-partnerſhip. 17

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A Conveyance from a man and his wife, ſhe being tenant in tail, to another and his wife, their heirs and aſſigns for ever. 27

An Indenture wherein R. F. being ſeized of a tenement, &c. in fee with remainders, wherin E. F. hath an eſtate for life, having levied a fine, ſuffereth a Recovery, and aſſureth the ſame to R. B. and his heirs in fee-ſimple by the ſaid deed, with obſervations thereon. 34

An Indenture wherein I. V. being ſeized of a tenement Jure Uxoris *for her life, the remain-*

der in fee-tail to T. M. together with his wife and the tenant in tail convey the same to T. S. and his heirs, the Assurance is by fine and recovery intended, the use whereof being to T. S. &c. is directed by the said Deed, wherein are comprized necessary Covenants. 40

An Indenture wherein W. K. being seized of lands, &c. in fee-tail with remainders, dieth, having three daughters, who as co-heirs enter, and one of the co-heirs and her husband, for the better conveyance of his wives part to I. F. and his heirs, suffer a Recovery, and by the said deed, together with the tenant of the free-hold, and the Recoverers, direct the use of the same. 49

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An Indenture wherein B. M. being seized of lands jure uxoris, *she being a Co-heir, purchaseth of I. B. to whom the estate of the other co-heirs is come all the lands, the Con-*

v y-

veyance is by recovery concluded by I. B. with notes thereon. 57

An Indenture wherein P. H. purchaseth of VV. H. & uxor, lands, &c. other lands he holds in right of I. his wife, to whom the same were devised by her brother in fee-simple, the brother and heir of the devisor intendeth to settle other lands which came to him by descent, on the said P. and I. his wife in tail; now for settling as well the lands purchased of H. as all the rest, a fine is levied by VV. H. & uxor, I. I. heir of the devisor & uxor, the said P. H. & uxor, and T. P. and I. C. uses declared by the said deed. 62

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A

A Deed of Joynture, whereby Tho. N. in consideration of a marriage intended between Tho. his Sonne, and Sarah Mer. granteth and infeoffeth lands to friends in trust under a Proviſo, to be void upon aſſurance of other lands by John N. heire of Thomas the Father, of as good value and to the like uſes.

THis Indenture, made the firſt day of June in the year of our Lord God, according to the computation uſed in England, 1651. between T. N. of &c. of the one part, and J. J. H. E. and S. R. of the other part, witneſſeth; That the ſaid T. N for and in conſideration of a marriage already agreed upon, and ſhortly by Gods grace to be had and ſolemnized between T. N. ſecond ſonne of the ſaid T. N and Sarah M. ſingle woman, daughter of N. M. late of &c. deceaſed, and for the love and affection which he beareth to his ſaid ſonne, and for a competent Jointure to be had and provided to and for the ſaid Sarah, and for proviſion of maintenance for her, and for ſetling the inheritance of the lands and tenements herein after mentioned to ſuch uſe and uſes, and upon ſuch truſts and confidence, as are herein declared, limited or expreſſed, and for divers other good conſiderations him moving, hath granted, enfeoffed, releaſed and confirmed, and by, &c. unto

the ſaid J.J.H. and R. and to their heirs and aſſignes or ever, all that meſſuage or tenement, with the appurtenances ſcituate,&c.and one yard land, meadow, or paſture to the ſaid meſſuage or tenement belonging, that is to ſay,one Cloſe, &c. and alſo all houſes, edifices,buildings, barnes, ſtables, orchards, gardens, back-ſides, courts, void grounds, lands, meadows, leaſowes,feedings,paſtures,commons, woods, underwoods, trees, hedge-rowes, wayes, waters, ponds, pooles, fiſhings, fiſhing-places, profits,commodities, hereditaments,and appurtenances whatſoever, to the ſaid meſſuage, tenement, yard land and premiſſes, or any part or parcell thereof,now,or at any time heretofore belonging or appertaining,and all rents,reverſion, remainders and ſervices of the ſaid premiſſes,& every part thereof; To have and to hold the ſaid meſſuage or tenement, and all and ſingular other the premiſſes before mentioned, meant, or intended to be granted,infeoffed, and confirmed, and every part and parcel thereof,with the appurtenances to the ſaid J J. H.E. and S.R.and to their heirs and aſſignes for ever, to the only uſes,intents and purpoſes,hereafter in theſe preſents limited, expreſſed and declared, and to none other uſe, intent or purpoſe (that is to ſay)to the uſe and behoof of the ſaid J. J. H. E. and S.R.and of their heirs, untill the ſolemnization of the ſaid marriage, between the ſaid T. N. the ſonne, and Sara the M.and from and after the ſolemnization of the ſaid marriage to the uſe and behoof of the ſaid J. J. H. E. and S. R. and of their heirs, for and during the naturall life of the ſaid Sarah, and from and after the deceaſe to the uſe & behoof of the ſaid T. N. her ſonne, for and during the tearm of his naturall life, and from and after the death of the ſaid Sarah M. and T. N. to the uſe and behoof of the heirs of the body of the ſaid Sarah M. by the ſaid T.N.

T.N.the ſonne, begotten and to be begotten, and for default of ſuch heirs,to the uſe and behoof of the ſaid T. N. the ſonne, and of the heirs of his body, and for default of ſuch heirs,to the uſe of the ſaid T. N.the father, and of his heirs and aſſignes for ever, and the ſaid T.N.the Father, for himſelf, his heirs, executors and adminiſtrators,and every of them doth covenant, promiſe and grant, to and with the ſaid J.J.H.E.and S.R.and every of them, their, and every of their heirs and aſſignes by theſe preſents, that he the ſaid T.N.the father, at the time of the enſealing and delivery thereof,is the true and lawful owner of the ſaid meſſuage,tenement, and premiſſes, and every part thereof, and of and in the ſame and every part and parcell lawfully and rightfully ſeized of a good eſtate of inheritance in fee ſimple,and alſo that he the ſaid T. N. the father, at the time of the enſealing and delivery hereof, hath full power, good right,and lawfull authority, to grant, convey and aſſure the ſaid premiſſes,and every part thereof to the ſaid J.J.H.E.&.S.R. their heirs and aſſignes in manner and form aforeſaid, according to the true intent and meaning hereof, and that the ſaid meſſuage, tenement and premiſſes, and every part and parcell thereof,with the appurtenances, now be and are,and ſo from time to time,and at all times hereafter for ever ſhall or may be,remain and continue unto the uſes, intents or purpoſes aforeſaid, and according to the true intent and meaning hereof,clearly acquitted and diſcharged of and from all and all manner of former and other bargains, ſales, gifts, grants, leaſes, morgages,joyntures, ſtatutes, recognizances, judgements, extents, and of and from all other titles, charges, troubles and incumbrances whatſoever, had, made,done,committed or ſuffered to be done by him the ſaid T. N. the father, or by any other perſon of

persons whatsoever, except one Indenture of lease bearing date,&c. made and granted of the premisses by T.H. to the said N. H. and M. his wife, and to M. their daughter for tearm of their lives, successively one after another, at and under the yearly rent of fourty shillings of lawfull mony of *England*, quarterly to be paid by even portions, and also except one other lease by Indenture, bearing date,&c. made and granted of the said premisses by the said T.N. the father to G M. &c. for one thousand years, with a proviso, to be void upon payment made of certain sums of mony, at certain times therein mentioned, whereof only one day is past, and the mony then due is paid, and without any let, interruption, challenge, claim, disturbance, or incumbrance, of or by him the said T. N. the father or his heirs, and without any lawfull let or interruption, challenge, claim, disturbance, or incumbrance of or by him the said T. N. or any other person or persons, claiming or to claim, by or under him, or his estate, right, title, or interest, except such as shall or may claim by or under the leases before excepted, or either of them, and for the tearm thereby granted only: and the said T.N. the Father, doth further for himselfe, his heirs, executors, and administrators, covenant, promise and grant, to and with the said J.J. H.E. and S.R. and every of them, their heires and assignes by these presents, that he the said T.N. the father and his heires, and all and every other person & persons, lawfully claiming or to claim by or under him (except such as shall or may claim by or under the leases before excepted) shall and will from time to time, and at all times hereafter upon the reasonable request, and at the costs and charges in the law, of the said J.J. H. E. and S.R. or any of them, their heires or assignes, make, do, and execute all such further acts, things, and assurances, for the fur-

further and better assuring of the said premisses, and every part thereof, to the uses, intents and purposes aforesaid, as by them the said J. J. H.E.S.R. or any of them, their heirs, or assignes shal be in that behalfe reasonably devised, or advised and required, and that all fines and other assurances, at any time hereafter to be had, levied, or executed of the premisses or any part thereof, shal be, and shall be deemed, adjudged, and taken to be, to and for the uses, intents and purposes in these presents mentioned, limited and declared: and it is expressed and declared by all the said Parties, that the said estate for the life of the said Sara, limited to the said J. H. E. S. R. as aforesaid, is so limited, upon speciall trust and confidence in them reposed, that they and every of them, their heirs & assigns, respectively, to whose hands or custody any of the rents, issues or profits of the said premisses shall come during the life of the said Sara, shal from time to time pay, deliver, dispose, and imploy the same rents, issues and profits, and every part thereof, either to the said Sara her self, or to such other person or persons, use or uses, as she the said Sara shal by any writing under her hand from time to time, limit or appoint; provided always, and it is nevertheless covenanted & granted by and between the said Parties, that in case John N. son and heir apparent of the said T. N. the father, shal within seven years next ensuing the date hereof, at his own proper cost and charges, well and sufficiently convey and assure, or cause to be conveyed and assured by good and sufficient waies & means in the law, to the said J. J: H. E. S. R. and to their heires, or to the Survivors or Survivor of them, and his or their heires, to and for, and upon the like uses, intents, trusts confidences and purposes, as are before herein limited, expressed & declared, messuages, lands, & tenements scituate, lying, or being in, &c. & which

ſhall be of as much more clear yearly value, as the ſaid meſſuage, tenement and premiſſes hereby mentioned, meant, or intended to be granted, and of every part thereof ſhall be then worth, that then, from and after ſuch conveyance and aſſurance, paſſed and perfected, the uſe and uſes, truſts and confidences, herein before limited and expreſſed, ſhal ceaſe, determine and end, & then and from thenceforth they the ſaid J. J. H. E. and S. R. and their heires ſhall ſtand, and be ſeized of and in the ſaid meſſuage, tenement and premiſſes hereby mentioned, meant, or intended to be granted, and of every part thereof to the uſe and behoof of him the ſaid J. N. his heirs and aſſignes for ever, and to no other uſe, intent or purpoſe whatſoever, any thing herein contained to the contrary thereof in any wiſe notwithſtanding. In witneſſe, &c.

A Charterparty of affreightment.

THis Charterparty of freightment indented, made the, &c. by R. H. and A. N. Owners of the good ſhip called the *H.* of *London*, of the burthen of, &c. now riding in the River of *Thames* (whereof is Maſter under God J P.) of th'one part, and H. S. of th'other part, witneſſeth that the ſaid Owners have granted and letten to freight to the ſaid H. S. the aforeſaid ſhip; and that the ſaid H. S. hath hired her for a voyage to be made with her by Gods grace in manner and form following, *viz.* the ſaid Owners covenant and grant by theſe preſents, to and with the ſaid H. S. his, &c. that the ſaid ſhip with the firſt and next good wind and weather, that God ſhall ſend after the firſt day of, &c. ſhall depart from the ſaid river of *Thames*, and directly ſayl to B. in the Realm of *France*, with ſuch goods, wares and merchandizes as

the

the ſaid H. S. his Factor, or aſſignes, before the ſaid Feaſt day of, &c. next coming ſhall think good to charge and lay in her, *viz.* ſo much as ſhe may reaſonably carry, and being arrived and come to the ſaid Port of B. or ſo nigh to the ſame as ſhe ſafely & conveniently may come, ſhall there tarry by the ſpace of thirty daies next after her arrival, as well there to diſcharge and unlade ſuch goods and merchandizes, as ſhall be ſo freighted and laden in her as aforeſaid, as alſo to receive her full lading of ſuch goods, wares and merchandize, as the ſaid H. S. his Factor or aſſignes ſhall think good, *viz.* as much as ſhe may reaſonably carry, within which time and daies above limited and appointed, the ſaid H. S. covenanteth and granteth by theſe preſents to diſcharge and relade, or cauſe to be diſcharged and reladen the aforeſaid ſhip in manner and form aforeſaid. Which ſhip ſo being able, the ſaid Owners covenant and grant by theſe preſents, that ſhe ſhall with the firſt and next good winde and weather, next after that ſhe ſhall be reladen, as aforeſaid, depart and return from B. aforeſaid, and by Gods grace directly ſail, and come to the port of the City of *London*, or as nigh the ſame as ſhe can ſafely come, where ſhe ſhall tarry by the ſpace of, &c. after her arrival there, to make her right diſcharge. And the ſaid H. S. covenanteth, &c. within the ſpace of, &c. next after the arrivall of the ſaid ſhip at the Port of the City of *London*, as well to receive, or cauſe to be received the ſhips lading, as alſo to content & pay or cauſe to be paid unto the ſaid Owners, their executors or aſſignes the ſum of, &c. for the freight and lading of the ſaid ſhip both outwards & homewards, at the place of the right diſcharge of the ſaid ſhip, together with average, poynage and petty lodenage, & all other duties due and accuſtomed according to the uſe of Eaſtern ſhips: And the ſaid Owners covenant

and grant by theſe preſents, to warrant and prepare the ſaid ſhip, ſtrong and ſtanch both above and beneath, and well and ſufficiently tackled and apparelled with maſts, ſails and ſail-yards, anchors, cable-ropes, cords, guns, powder, ſhot, and all other inſtruments, munition, artilery, furniture, tackling and apparel, neceſſary and convenient for ſuch a ſhip, with an able Maſter, eleven men and a boy, which ſhal be ready at all times convenient, with the boat of the ſame ſhip, to ſerve the ſaid H.S. his Factors and aſſignes, to and from land during this preſent voyage afore mentioned. And to the obſerving of all and ſingular the covenants, grants, articles, deliveries, receipts & agreements, and all other things above rehearſed, which on the part and behalf of the ſaid Owners are to be obſerved and kept in form aforeſaid, the ſaid Owners bind them, and either of them, their executors, goods, and eſpecially the ſame ſhip with her freight, tackle, and apparel, to the ſaid H.S. his, &c. in the penalty of, &c. well and truly by theſe preſents to be paid: And likewiſe to the obſerving of al and ſingular the covenants, grants, artieles, deliveries, receipts, payments and agreements, and all other things above rehearſed; which on the part and behalfe of the ſaid H.S. are to be obſerved and kept in form aforeſaid, the ſaid H.S. bindeth himſelf, his executors, and goods, whatſoever they be, and whereſoever they may be found, to the ſaid Owners and their executors, in the penalty of, &c. well and truly to be paid by theſe preſents. In witneſſe, &c.

A tranſport of goods in a ſhip.

TO all, &c. I A P. of, &c. ſend greeting, & c. Whereas, I the ſaid A.P. in the moneth of, &c. laſt paſt did lade in the part of *London* of my own proper goods,

goods, and for my own proper uſe and accompt, into and aboard the good ſhip called, &c. wherein one T.C. was then Maſter, for and during her then intended voyage, ſo much, &c. to the intent and purpoſe, that all the aforeſaid kerſies and clothes, ſhould be tranſported for and in trade of merchandize, in and with the ſaid ſhip, (amongſt other her lading,) in her voyage then intended to be made to *Conſtantinople*, and other places beyond the ſeas, and within the ſtreights of *Gibralter*, and to returne again into the port of *London*. Now know ye, that I the ſaid A.P. for and in conſideration of the ſumme of, &c. by F.I. of, &c. to me paid, whereof I acknowledge the receipt by theſe preſents: Have given, granted, aliened, bargained, ſold, transferred, aſſigned and ſet over, and by theſe preſents do abſolutely give, grant, alien, bargain, ſell, transfer, aſſign and ſet over unto the ſaid F.I. as well all and every the ſaid kerſies and clothes aforeſaid, which were laden into the ſaid ſhip, for th'uſe, accompt, or behooſe of me the ſaid A.P. as afore is mentioned; As alſo all and every ſuch adventure and adventures, ſumme and ſummes of money, goods, wares, merchandize, and encreaſe whatſoever, which is or ſhall be returned, had, gained or gotten, by reaſon or in reſpect of the ſaid kerſies and clothes ſo laden outward as aforeſaid, or for or in reſpect of any part or parcell thereof in any manner of wiſe, to have, hold, take, receive and enjoy all the payments afore mentioned, to be hereby given, granted, aliened, bargained, ſold, transferred, aſſigned and ſet over, and every part and parcell thereof to the ſaid, &c. to his and to their own proper uſe and uſes, as his and their own proper goods, from henceforth freely for ever, and to the intent and purpoſe that the ſaid F.I. his, &c. may the better have, receive and enjoy all the goods, merchandizes, and premiſſes afore

fore hereby granted, bargained, ſold, aſſigned and ſet over, and every part thereof, according to the true meaning and purport of theſe preſents, I the ſaid A.P. do hereby make, authourize and appoint him the ſaid, &c. my true and lawful Atturney irrevocable in my name and ſtead, but to his own uſe to do, execute, &c. all and every act, matter and thing whatſoever, touching or concerning the premiſſes, or any part thereof, in as ample manner, &c. giving and by theſe preſents granting, &c. and I do hereby covenant, &c. to ratifie all and whatſoever, &c. covenants for quiet enjoying, without any let, reclaim, &c. and to do any further act, &c. but the ſaid F. L. to abide the hazard at Sea. In witneſſe, &c.

A Deed of gift in conſideration of the diſcharging of Debts.

TO all, &c. I J. W. of, &c. ſend greeting. Whereas I am indebted, and do owe unto divers perſons divers ſummes of money, which I cannot ſatisfie or make payment of, as my ſaid Creditors do deſire, by reaſon many debts are owing unto me; And whereas my loving friends, &c. have undertaken to give ſatisfaction to my ſaid Creditors, for my ſaid debts owing as aforeſaid. Know ye, that I the ſaid J. W. for and towards the indempnity and ſaving harmeleſſe them the ſaid, &c. for and concerning the payment of the ſaid debts, have given and granted, and by theſe preſents do, &c. unto the ſaid, &c. all and every ſuch ſumme and ſummes of money, goods, chattels and debts, as I now have and am poſſeſſed of, and which are due, owing, or payable unto me, in the hands or cuſtody of any perſon or perſons whatſoever, mentioned in a Schedule or Inventory to theſe preſents annexed; To have, hold, receive,

receive, take & enjoy the ſaid goods, chattels, credits, debts, ſum and ſummes of money, unto the ſaid, &c. their executors and adminiſtrators, to their and every of their uſe and uſes, and as their and every of their own proper goods, for ever, abſolutely without any reclaim, challenge or contradiction of any perſon or perſons whatſoever. And I have ſet and put the ſaid, &c. in full and peaceable poſſeſſion of all and every the premiſſes, by the delivery unto them of a piece of money, called ſix pence fixed in the ſeal hereof: And for the better recovery of the ſaid debts, I the ſaid I. W. have made, ordained and authorized, and by theſe preſents conſtitute and appoint the ſaid, &c. and every of them to be my true and lawful Atturney irrevocable in the name of me, my, &c. but to and for, &c. to ask, ſue for, leavy, recover and receive all and every ſuch goods, chattels, credits, debts, ſumme and ſummes of money, as are in theſe preſents, and in the ſaid Schedule ſpecified; And all and every the debtor and debtors, detainer and detainers thereof, or of any part thereof, to ſue, implead and proſecute by due courſe of law, in any court of record or equity: Giving, and by theſe preſents granting, &c. my full power, ſtrength, &c (as in a letter of Att.) A covenant for allowing and juſtifying all actions, &c. without any non-ſuit, retraxit, or other act or thing, or without any accompt, &c. and to make further letters of Att. & aſſurance for the recovery of the premiſſes, the true performance whereof I bind me, my, &c. to the ſaid his, &c. in the ſumme of, &c. firmely by theſe preſents. In witneſſe, &c.

A

A Deed of gift of goods of warrantie.

TO all,&c. I A.B.&c. ſend greeting. Know ye that I the ſaid A.B. being of a good and perfect mind, and without fraud or deceit, for divers good cauſes & conſiderations me hereunto moving, have given, granted and confirmed, and by theſe preſents do give, grant and confirme unto, &c. All and ſingular my goods, chattels, implements, debts, bills, bonds, ſpecialties, neceſſaries, ſummes of money, and other things whatſoever, as wel moveable as immoveable, of what nature, kinde, or quality ſoever they be, and in whoſe hands, cuſtody, poſſeſſion, governance or keeping, or whatſoever place or places they be or may be found, as well on this ſide as beyond the ſeas. To have and to hold, leavy, perceive, uſe, receive and enjoy all and ſingular the ſaid goods, chattels, implements, credits, debts, ſpecialties, ſummes of money, and all other the premiſſes, with all and ſingular their appurtenances unto the ſaid C. D. his, &c. to th'only proper uſe and behooſe of the ſaid C.D. his, &c. for ever. Freely, peaceably, and quietly, without any manner of reclaime, challenge or contradiction of me the ſaid A.B my, &c. or of any other perſon or perſons, by my meanes, title, or procurement in any manner of wiſe, and without any account, reckoning, or anſwer therefore to me, or any in my name, to be given, rendred or done in time to come. So that neither I the ſaid A. B. my, &c. nor any other perſon or perſons, by us, for us, or in our names, or in the name or names of us, or any of us, at any time or times hereafter, may ask, claim, challenge or demand in or to the premiſſes, or any part thereof, any intereſt, right, title, uſe or poſſeſſion, but from all action of right, title, claim, intereſt, uſe,

uſe, poſſeſſion and demand thereof, we and every of us to be utterly excluded, and for ever debarred by theſe preſents. And I the ſaid A.B my, &c. all the ſaid goods, chattels, and other things above mentioned, with their appurtenances unto the ſaid C.D. his &c. to th'uſe aboveſaid, againſt all people ſhall warrant, and defend by theſe preſents, of which ſaid goods, chattels and other things I the ſaid A. B. have put the ſaid C.D. in peaceable poſſeſſion, by the delivery of ſix pence, which I have payd and delivered to the ſaid C.D. the day of the date hereof. In witneſſe, &c.

A Deed of gift.

TO all, &c. I *A.B.* &c. ſend greeting, &c. Know ye that I the ſaid *A. B.* for the love, good will, & affection, which *I* have and bear towards my loving friend *C. D.* of, &c. have given and granted, and by theſe preſents do freely, clearely and abſolutely give and grant unto the ſaid *C.D.* his, &c. all and ſingular my goods, wares, houſhold-ſtuffe, plate, jewels, ready money, leaſes, chattels, implements, and all other things alive or dead whatſoever, as well moveable as immoveable, both real and perſonall, whatſoever they be, and in whoſe hands, cuſtody or poſſeſſion ſoever the ſame or any of them, or any part thereof can or may be found remaining, and being as well in the meſſuage or tenement with th'appurtenances, wherein I do dwell, as in any other place or houſe whatſoever within the, &c. To have and to hold all the ſaid goods, chattels, houſhold-ſtuffe, implements, and all other the premiſſes unto the ſaid his, &c. from henceforth to his and their own proper uſe, and as his and their own proper goods, for ever abſolutely without any manner of condition, &c. And I the ſaid

A.B.

A. B. have ſet and put, &c In witneſſe. &c.

Nota.

If a Deed of gift be made of money owing to the donor, let there be a Letter of Att. comprehended therein.

If the Deed be made of goods and chattels in conſideration of a debt, let there be a covenant in the ſame deed, that the donor ſhall permit the donee to come into the houſe, or any other place where the goods be, quietly and peaceably to receive and carry away the ſame to the uſe of the donee.

If that there be an Inventory of parcels annexed to the Deed, let there be a Covenant in the Deed, that the ſame goods and chattels ſhall not be waſted, and that they are free from any former gifts, or incumbrances at th'enſealing, by a penny fixed in the ſeal, or ſome part of the ſaid goods. But aſſurance for debt of goods and chattels is beſt to be done by bargain and ſale, indented with an Inventory.

A Covenant that the Leaſor ſhall ſeal a new Leaſe, and in the interim the Leaſee to enjoy, though the old Leaſe be ſurrendred.

TO all, &c. I B. H. ſend greeting. Whereas I. M. at the requeſt of me the ſaid B. H. and for the conſiderations hereafter ſpecified, hath granted and ſurrendred by his writing, bearing date with theſe preſents, one Indenture of leaſe bearing date the, &c. and all the right, intereſt and term of years, which he the ſaid I. M. now hath, or of right ought to have of, in and to, &c. in the ſaid Indenture of Leaſe, ſpecified by me the ſaid B. H. unto him the ſaid I M. demiſed for the term of, &c. and for the rent of, &c. payably quarterly. Now know ye, that I the ſaid B H: for me, my executors and adminiſtrators do covenant

nant and grant to and with the ſaid I. M. his, &c. and to and with every of them by theſe preſents, that I the ſaid B. H. my, &c. in conſideration of the ſaid ſurrender of the ſaid Leaſe and premiſſes, and for other good conſiderations me moving, ſhall and will at the coſt and charges of me the ſaid B.H. my, &c. at or before, &c. make, ſeale, and in due forme of law deliver unto the ſaid I.M. his, &c. one other good and ſufficient new Leaſe of the ſaid, &c. for the remainder of the ſaid term of, &c. then to come, for and upon ſuch rent, covenants and conditions as are ſpecified and contained in the Leaſe above recited, made by me the ſaid B. H. unto the ſaid I. M. And that the ſaid I. M. his, &c. ſhall and may in the mean time, untill the ſaid new Leaſe of the premiſſes ſhall be by me unto him ſo made, ſealed and delivered, as is aforeſaid, peaceably and quietly have, hold and enjoy the ſaid meſſuage or tenement, ſhop and premiſſes, with the appurtenances, and every part & parcel therof, without any let, trouble or contradiction of me the ſaid B.H. my, &c. or any other perſon or perſons, claiming, or which ſhall or may claim any eſtate or intereſt in or to the premiſſes, or any part thereof, by, from or under us, or any of us, in as large and ample manner and ſort to al intents & purpoſes, as if the ſame Indenture of Leaſe had been in full force, and ſtil remaining in the hands of him the ſaid. I.M. In witneſſe, &c.

A Covenant not to commence any action or ſuit againſt a ſurety that ſtands bound.

TO all, &c. Whereas I M. and E. F. of, &c. by their obligation dated, &c. are and ſtand bound unto me the ſaid I. in the ſumme of, &c. conditioned for payment of, &c. at a day long ſithence paſt,

as

as by the ſame obligation and condition therof more plainly appeareth, which ſaid ſumme of, &c. or any part thereof, was not paid according to the condition of the ſaid obligation, wherby the ſaid obligation became forfeited. And whereas the ſaid I. in *Eaſter* term, in the year, &c. in the Court, &c. obtained judgment of, &c. together with, &c. coſts againſt the ſaid, &c. as by the Records of the ſaid Court more plainly may appear: Now know ye, that I the ſaid, &c. for divers good cauſes and conſiderations me eſpecially moving, am pleaſed and contented, and for me my &c. do covenant, promiſe and grant to and with the ſaid their, &c. That neither I the ſaid, &c. my, &c. nor any of us, nor any other perſon or perſons whatſoever, in the name of us or any of us, ſhall at any time or times hereafter ſue, implead, moleſt, arreſt, attach, impriſon and condemn, or cauſe to be, &c. the ſaid I. M. his, &c. or any of them for or upon the aforeſaid obligation ſo forfeited as aforeſaid, or by vertue of the ſaid Judgement, or of any execution or elegit to be had or procured thereupon, or by any other wayes or means whatſoever. In witneſſe, &c.

A covenant to pay the Sheriffe or his Bayliffe for apprehending a man,

TO all, &c. I T. O. of, &c. ſend greeting Whereas, &c. doth owe and is indebted unto me the ſaid, &c. in the ſumme of, &c. by bill or writing obligatory under his hand and ſeal, upon which bill I have commenced a ſuit at law, and thereupon had judgement, upon which I have taken out execution. And whereas M. F. Sheriffe of, &c. or T. S. Bayliffe of the wapentake or hundred of, &c. for the conſiderations here-under written and agreed upon, hath undertaken to do his beſt endeavour for the ſerving of the

the ſaid execution, and by vertue thereof to apprehend the body of the ſaid I. S. Now know ye that I the ſaid T.O.for me,my,&c.do covenant,&c. That if the ſaid M.F.or T.S. do ſerve the ſaid execution upon the body of the ſaid I. S. and him impriſon and commit unto the Goale, whereupon he may remain charged with the ſaid debts, or if upon ſerving the ſaid execution on the ſaid I.S.do pay, &c. the debt, or compound with me for the ſame, that then in any of the caſes aforeſaid, I the ſaid, &c. ſhall and will forthwith pay the ſaid M.F.or T.S.the ſum of &c. in conſideration of the ſaid buſines ſo to be performed, &c In witneſſe,&c.

Covenants between two Partners at the diſſolution of of their Co-partnerſhip.

THis Indenture made,&c. between T.H. C. and G.of *London* of the one part,and W.I.C. and G. of *London* aforeſaid of th'other part, witneſſeth, that whereas the ſaid T.and W.by their Indenture of Copartnerſhip bearing date,&c.for the conſideration in the ſaid Indenture ſpecified, did condeſcend, conclude and agree to become & continue joint-dealers and Co-partners together in the art and myſtery of, &c. and in buying,ſelling, and uttering of, &c. and all other wares, commodities and merchandizes, belonging, or commonly uſed to and with the ſaid trade for the term of,&c. from the Feaſt day of,&c. laſt paſt, &c. (if the ſaid T.and G.ſhould ſo long live : and unleſſe they the ſaid T. and W. ſhould otherwiſe agree together, as by the ſaid Indenture of Co-partnarſhip, (whereunto relation being had) more at large,&c,) And whereas the ſaid T.and W. by their mutual conſents,free wil and agreement,and for very good cauſes & conſiderations them thereun-

to moving, have thought good to diſſolve and break off the Co-partnerſhip, and from thenceforth to become no Co-partners together. Now this indenture further witneſſeth, that it is covenanted, concluded & fully agreed, by and between the ſaid, &c. for, and concerning the premiſſes in manner and form following, *viz.* firſt the ſaid W. for, and in conſideration of a certain ſumme of money to him the ſaid W. in hand, at th'enſealing and delivery of theſe preſents, by the ſaid T. well and truly paid and delivered for him, his, &c. doth covenant and grant, &c. by theſe preſents to aſſign and ſet over, remiſe and releaſe unto the ſaid T. his, &c. all and every ſuch part, portion and ſhare as he the ſaid W. his, &c. hath, may, might or ought to have of, in and to all and ſingular the goods, chattels, houſhold-ſtuffe, wares, merchandizes, debts, obligations, ſpecialties, bills obligatory, ſumme and ſummes of mony, and other things whatſoever incident, or belonging to the ſaid late Co-partnerſhip, or joint dealing in any manner of wiſe, and alſo his eſtate, intereſt, right, and demand therein, or in or to any part thereof, together with all ſuch benefit and commodity as the ſaid W. his, &c. might or ought to have had, taken or received, upon, for or by reaſon of the ſaid bills, bonds, books, obligations, or ſpecialties belonging to the ſaid Co-partnerſhip. And that it ſhall and may be lawfull to and for the ſaid T. his, &c. to have, keep, receive and enjoy as well all and every the goods, chattels, houſehold-ſtuffe, wares and merchandizes belonging to the ſaid late Co-partnerſhip, as alſo all and every ſuch debts, duties, ſumme and ſummes of money, as ſhall be had, received, obtained or gotten by vertue of the ſaid books, bills, bonds, obligations or ſpecialties, or any of them, or of any ſuit, judgement, execution or proceſſe, thereupon to be commenced, purſued, had,

had, or taken without the let, trouble or contradiction, or the unjuſt plea in bar ariſing from any act or thing heretofore done, or hereafter to be done, or willingly ſuffered by the ſaid W. his, &c. or any of them, and without any accompt or other thing to be therefore rendred, or yielded to the ſaid W. his, &c. to any of them. And further, that he the ſaid W. heretofore hath not received any ſumme or ſummes of money, belonging to the ſaid late Copartnerſhip, (other then ſuch as are already allowed upon accompt) nor hath releaſed or diſcharged, nor that he, his executors or adminiſtrators ſhall or will hereafter receive, releaſe, diſcharge or make fruſtrate all or any of the ſaid debts, duties, ſumme or ſummes of money, bonds, ſpecialties, or demands, due or to be due, by vertue of the ſaid bills, books, ſpecialties, obligations, or agreements, or any of them (other then ſuch as are allowed upon accompt as aforeſaid) without the conſent or agreement of the ſaid T. H. his, &c. firſt had and obtained in writing under his or their hands, nor voluntarily or willingly diſcontinue, diſavow, or ſuffer to be non-ſuited in, or make any *retraxit*, or otherwiſe diſcharge, hinder or delay any action, ſuit or plaint whatſoever, which he the ſaid T, H. now hath, or at any time hereafter ſhall commence, proſecute or purſue in the name of the ſaid W. G. his, &c. for the recovery or obtaining of the ſaid debts, duties, ſumme or ſummes of money, or demands belonging to the ſaid late joint-dealings but that he the ſaid W. G, his, &c. ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the coſts of the ſaid T. H. his, &c. juſtifie, allow, maintain and avow all and every ſuch action, ſuit, plaint and arreſt, as he the ſaid his, &c. ſhall commence, &c. for the recovering, levying, obtaining or getting of all or

any the debts, &c. belonging to the ſaid late Co-partnerſhip, ratifying, &c. all and euery lawfull act, matter and thing whatſoever, which he the ſaid, his, &c ſhall commence, proſecute, &c. for the recovering, &c. the ſaid debts, duties, &c. or any of them. And laſtly, that he the ſaid T.H. his, &c. ſhall and will from time to time, and all times hereafter well and ſufficiently acquit and diſcharge, ſave and keep harmleſſe the ſaid W. his, &c. of and from all and all manner of troubles, damages, arreſts, coſts, charges and incumbrances whatſoever, which ſhall or may be taxed, urged, or happen to be had, recovered or obtained againſt the ſaid T. his, &c. for or by reaſon or means of any action, ſuit, &c. which the ſaid T.H. now hath, or ſhall hereafter commence, &c. or cauſe to be commenced, &c. againſt any perſon or perſons, for recovering, having or obtainining any of the ſaid debts, duties or demands above ſpecified, or for any debts, duties, ſumme or ſummes of money, or any thing whatſoever, touching the ſaid late Co-partnerſhip now owing, or which hereafter ſhal be due or payable to the ſaid T. and W. or either of them, or any perſon or perſons whatſoever, or for or by reaſon of any debts now owing, or wares taken up upon credit by him the ſaid T. his, &c. and not charged upon the ſaid payable accompt, wherewith or whereby he the ſaid W.G his, &c. ſhall or may be charged or chargeable. In witneſſe.

A Partition of debts, between one Co-partner, and th'Executor of the other, and to ſue, &c.

THis Indenture made, &c. between R.E. Citizen &c. and R.S. of *London*, Gentleman, ſonne and hei

heir apparent of W. S. late Citizen, &c. deceaſed and Executor of the late will and Teſtament of the ſaid W.S. of th'other part, witneſſeth, that whereas the ſaid R.E. and W.S. in the life time of the ſaid W.S. for many years together, did deal and trafique as joint Partners and Occupiers in the trade of, &c. and other merchandizes, and in buying, ſelling, and merchandizing, and by reaſon thereof divers and ſundry ſummes of money, by divers and ſundry perſons, became due and payable to them, jointly as debts, owing to the ſaid R. and W. jointly. And Whereas therefore the ſaid R. E. and W. S. in the life-time of the ſaid W. S. by agreement between them, divers debts due and owing between them did ſever and part in ſuch manner and form, as in and by a certain paire of Indentures, bearing date the, &c. (and certain Schedules thereunto annexed) made between the ſaid R E. of th'one part, and the ſaid R.S. &c. is mentioned, and more plainly doth and may appear, ſithence which time divers and ſeverall of the debts therein mentioned, have been received and compounded for, as well by the ſaid R. E. and W.S. in the life-time of the ſaid W. as alſo by the ſaid, &c. Executor of the ſaid W. ſithence the deceaſe of the ſaid W. And whereas alſo divers and ſundry other ſummes remaining then and yet unpaid, and uncompounded for, for the better recovery whereof, and for the continuing of peace and amety between them, they the ſaid R. E. and R. S. have equally divided thoſe debts, yet remaining unreceived or compounded for, as in and by two ſeverall Schedules thereof made (th'one called the firſt Schedule, wherein the debts, duties, ſummes of money and demands, yet received, now allowed, and appointed to the ſaid R. S. are contained and mentioned and th'other called the ſecond Schedule,

wherein the debts, duties, ſummes of money and demands, yet unreceived and now appointed to the ſaid R.E. are likewiſe contained and mentioned, and hereunto annexed) more plainly, it doth and may appear.

This Indenture now further witneſſeth, that it is covenanted, granted, concluded and fully agreed between the ſaid R. E. and K. S. for and concerning the premiſſes in manner and form following, *viz.* firſt the ſaid R.E. for him, his, &c. doth by theſe preſents grant, aſſign and ſet over, remiſe and releaſe unto him the ſaid R. S. all and every the debts, obligations, and bills obligatory, and ſeverall ſums of money in the ſaid Schedule annexed, unto this preſent Indenture, called the firſt Schedule mentioned and expreſſed, and all his part, portion, intereſt, right and demand therein or thereof, with all ſuch benefit and commodity, as the ſaid R.E. his, &c. can or may lawfully take, receive or have upon or by reaſon of any the ſaid obligations, bills, debts, duties or demands contained or mentioned in the ſaid Schedule called the firſt Schedule allotted to the ſaid R. S. And further the ſaid R. E. doth by theſe preſents for him, his, &c. conſtitute and in his place appoint the ſaid R.S during his life, and after the death of the ſaid K S. his Executors and Adminiſtrators, to be his lawfull Atturney irrevocable, for and in the name of the ſaid R. E. during his life, and after his deceaſe. for and in the name of his, &c. to ask, take, &c. of all the debtors in the ſaid Schedule called the, &c. and annexed to this preſent Indenture mentioned, or any of them, or of the heirs, &c, all and every the ſumme and ſummes of money in the ſaid Schedule, called the firſt Schedule mentioned or contained, and the ſaid R. E. for him, his, &c. doth covenant and grant to and with the ſaid R. S. his, &c. by

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theſe preſents, that it ſhall and may be lawfull and for the ſaid R. S. during the life of the ſaid R.S. and to and for the Execution of the ſaid R. S. after his deceaſe, at th'only coſts and charges of the ſaid R.S. his, &c. or ſome of them, in the name of the ſaid R.B. during his life, and after his death, &c. to proſecute any actions, ſuits or plaints for the recovery of all or any the debts, duties or demands in the ſaid Schedule annexed to this preſent indenture, called, &c. contained or mentioned, againſt all or any of the debtors above named, their, &c, and the ſame actions, ſuits and plaints, and every or any of them, at the like coſt and charges of the ſaid R. S. his, &c. without the let, trouble, contradiction, or the unjuſt plea in bar, ariſing from any act heretofore done by the ſaid R.S. his, &c. to proſecute and purſue untill judgement and execution thereupon ſhall be had and taken, and all ſuch ſumme or ſummes of money, as ſhall upon or by reaſon of any ſuch ſuit or ſuits, happen to be recovered, had levied, or received, to take and keep to th'only uſe & behoof of the ſaid R. S. his, &c. without any accompt or other thing, to be therefore rendred or yielded to the ſaid R.S. &c. or any of them, ratifying, &c. all and every action, act and thing, which the ſaid R.S his, &c. ſhall make, do, commit or execute, or cauſe, &c. in or about the premiſſes, for or touching the recovery or receiving of all or any the ſaid debts, in the ſaid Schedule mentioned. And the ſaid R.E. his, &c. doth by theſe preſents covenant, &c. to and with the ſaid R.S. his, &c. that the ſaid R. E. hath not heretofore releaſed or diſcharged, nor that he, his, &c. ſhall or will releaſe or diſcharge all or any debts, duties, ſums of money or demands, in the Schedule, &c. without the conſent or agreement of the ſaid R. S. his, &c. firſt had and obtain-

ed in writing under his or their hand, nor voluntarily or willingly diſcontinue, diſavow, or be non-ſuited in; or any make retraxit, or otherwiſe diſcharge, to hinder or delay any ſuch action, ſuit or plaint, which the ſaid R. E. his, &c. ſhall at any time hereafter commence, &c. in the name of the ſaid R. S. for recovery or obtaining of all or any the ſaid, &c. in the ſaid Schedule, &c. mentioned. But that the ſaid R. E. his, &c. ſhall and will from time to time, and at all times hereafter, juſtifie, avow, &c. all and every ſuch actions, ſuits, &c. which he the ſaid R. S. his, &c. ſhall at any time hereafter commence or proſecute at the coſts and charges of the ſaid R. S. his, &c. againſt any perſon or perſons, for recovery or obtaining of all or any the ſaid debts, &c. in the ſaid Schedule annexed to this preſent Indenture, called, &c. mentioned or expreſſed. Ratifying, &c. all and every matter and thing whatſoever, which the ſaid R. S. his, &c. or any of them ſhall commence, make, do, execute or proſecute, for the receiving, recovering, levying, &c. the ſaid debts, &c. or any of them. And the ſaid R. S. for him, his, &c. and every of them in conſideration of the premiſſes, doth by theſe preſents covenant and grant to and with the ſaid R. E. his, &c. and every of them, that he the ſaid R. S. his, &c. ſhall and will from time to time, and at all times hereafter ſufficiently acquit, diſcharge, and ſave harmleſſe the ſaid R. E. his, &c. and every of them, of and from all manner of damages, troubles, ſuits, arreſts, coſts and charges whatſoever, which ſhall be taxed upon, or happen to be had, brought, recovered, or obtained againſt the ſaid R. E. his, &c. goods, chattels or lands, for or by reaſon of any action, ſuit, plaint, proceſſe, judgement, arreſt or execution which the ſaid R. S. his, &c. ſhall hereafter bring, commence, purſue or proſecute,

or

or cauſe to be, &c. againſt any perſon or perſons in the ſaid Schedule annexed to this preſent Indenture, called the firſt Schedule named, contained or mentioned there, &c. for the recovering or obtaining of any the ſaid debts, duties, &c. in the ſaid Schedule mentioned. And the ſaid R. S. for him, his, &c. doth further covenant, grant, aſſign, ſet over, remiſe and releaſe unto the ſaid R. E. all and every the debts, obligations and bills obligatory, and ſeverall ſummes of money, duties and demands in the ſaid Schedule called, &c. annexed to this preſent Indenture, allotted to the ſaid R. S. contained or expreſſed, and all bills, bonds obligatory writings and ſpecialties whatſoever, touching or concerning the ſame or any of them, and all his part, portion, intereſt, or demand therein, or thereunto, or of any part or parcel thereof, together with all ſuch benefit and commodity as the ſaid R. S. his, &c. can or may lawfully have, take, or receive, upon or by reaſon of any the ſaid debts, duties or demands, contained or expreſſed in the ſaid Schedule, &c. And that all and every the ſeverall ſummes of money in the ſaid Schedule, &c. annexed to theſe preſents, contained and expreſſed, ſhall be and remain fully and wholly to the ſaid R. S. his, &c. without the let, trouble or contradiction, or without any accompt, or other things to be therefore rendred or yielded unto the ſaid R. S. his, &c. or any of them. And the ſaid R. S. doth by theſe preſents further covenant, promiſe and grant, to and with the ſaid R. E. his, &c. That neither the ſaid W. S. in his life-time, nor the ſaid R. S. ſithence the time of his deceaſe, nor either of them heretofore have not received, releaſed, or diſcharged, nor that the ſaid R. S. his. &c. ſhall or will receive, releaſe, or diſcharge all or any of the ſaid debts, duties, ſumme or ſummes of money or demands in the ſaid Schedule,

&c.

&c. contained or expreſſed, and allotted to the ſaid R.E. for his part of the premiſſes as aforeſaid, without the conſent of the ſaid R.E. his, &c. thereunto firſt had and obtained in writing under his or their hand. Not otherwiſe voluntarily or willingly diſcharge hinder or delay any action, ſuit or plaint whatſoever, which the ſaid *R.E.* his, &c. ſhall at any time hereafter commence, &c. for recovery or obtaining of all or any the ſaid debts, &c. in the ſaid Schedule, &c. mentioned: and whereas the debt-books, and other books, bils, bonds, obligations and ſpecialties, wherein the debts, duties and demands before mentioned, and wherein or whereby any wares merchandizes were ſold, or delivered to the perſons in the ſaid Schedule named, are contained or expreſſed, are now in the hands and poſſeſſion of the ſaid *R. S.* therefore the ſaid *R. S.* doth covenant for him, his, &c. to deliver the ſame to the ſaid R.E. his, &c. upon demand, and ſhal & wil likwiſe upon the like requeſt at the place aforeſaid, produce and ſhew forth to the ſaid *R.E.* the ſaid book called the debt-book, and all other books, ſcores and writings, which remain in the hands, poſſeſſion or cuſtody of the ſaid *R.S.* wherein the ſaid debts, duties or demands, or any of them contained in the ſaid Schedule, &c. are mentioned or expreſſed, or whereby or wherein any wares or Merchandizes, touching or concerning the ſame, were ſold or delivered to any the perſons in the ſaid Schedule, &c. whereby the ſaid R.E. may have and take the view, benefit and uſe thereof, to be ſhewed or produced forth in any Court or Courts of Record, or elſewhere for the declaring, proving or recovering of all or any the ſaid debts in the ſaid Schedule, &c. or other occaſions whatſoever, without any let, &c. In witneſſe, &c.

A

A Conveyance from I.T, and El: his wife, (being Tenant in tayle to R.H. and El. his wife, and the heirs and assigns of R.H. for ever.

THis Indenture, &c. between I.T. of, &c. Gent. and *Ellenor* his wife, Cousin and next heir of T. L. late of the City of, &c. Gent. deceased, without issue of his body (that is to say) only daughter and heir of W. L. Gent. elder brother and heir of the said T. L. of th'one part, and R. H. of, &c. and *El.* the wife of th'other part, witnesseth, that they the said I. T. and *El.* his wife, as well for and in consideration of the summe of 210l. of, &c. by the said R.H. unto them the said I.T. and *El.* his wife, at the ensealing and delivery of these presents well and truly in hand paid, the receipt whereof they the said I.T. and E. his wife, do hereby acknowledge, and thereof and of every part and parcel thereof, do fully, clearly, and absolutely acquit, exonerate, and discharge the said R. H. his heirs, Executors and Administrators, and every of them by these presents, have granted, aliened, bargained, sold and confirmed, and by these present, &c. unto the said R. H. and *El.* his wife, that all one messuage or tenement, &c. together also with all and singular the roomes, sellars, sollors, hall, parlours, chambers, houses, housings, vaults, pavements, courts, yards, easements, and other hereditaments, emoluments and appurtenances whatsoever, unto the said messuage or tenement and premisses, or any of them appurtenant, belonging or appertaining, or had, used, demised, occupied or enjoyed as part, parcell or member thereof, or as thereunto, or to any part thereof belonging or appertaining, and the reversion and reversions, remainder and remainders of them and every of them, and also

they

they the ſaid I. T. and *El.* his wife, for the conſideration aforeſaid, have granted, bargained and ſold, and by, &c. unto the ſaid R. H. his heirs and aſſigns, all and ſingular letters patents, exemplifications of fines and recoveries, chirographies of fines, charters, deeds, indentures, counterpanes, writings, evidences, eſcripts and minuments whatſoever, concerning only the premiſſes hereby mentioned, to be bargained and ſold, or only any part thereof, and which now are in the hands, cuſtody or poſſeſſion of the ſaid I. T. or of any other perſon or perſons, by his delivery or appointment, or to his uſe, or the uſe of the ſaid *El.* his wife, and which he may have, obtaine or come by, without ſuit in law, and alſo true copies of all ſuch other letters patents, exemplifications of fines and recoveries, chirographies of fines, charters, deeds, indentures, counterpanes, writings, evidences, eſcripts and minuments whatſoever, amongſt other things concerning the premiſſes, or any part thereof, and which now are in the hands, cuſtody or poſſeſſion of the ſaid I. T. or any other perſon or perſons, by his delivery or appointment, or to his uſe, or which he may have, obtain or come by without ſuit in the law, all and ſingular which ſaid letters patents, exemplifications, chirographies, charters, deeds, indentures, counterpanes, writings, evidences, eſcripts and minuments, ſo hereby bargained and ſold by the ſaid I. T. he the ſaid I. T. doth hereby grant and agree to deliver, or cauſe to be delivered to the ſaid R. H. his heirs or aſſigns, on this ſide the Feaſt of the Annunciation of the bleſſed Virgin *Mary*, now next comming, ſafe, uncancelled and undefaced, as now the ſame are, together with the ſaid copies, the writings of the ſaid copy, to be paid for by the ſaid R. H. at the receipt of the ſaid copies, to have & to hold the ſaid meſſuage or tenement and backſide, and all

and

and singular other the premisses hereby mentioned, to be bargained and sold, and every of them, with their and every of their appurtenances, and the reversions and remainders of them and every of them, unto the said R.H. and *El.* his wife, and the heirs and assigns of the said R.H to the only proper use and behoof of the said R.H. and *El.* his wife, and the heirs & assigns of the said R H for ever, without any morgage, condition, redemption, use or limitation, to recall, alter, charge or determine, the same to be holden of the chief Lord, or Lords of the fee or fees; whereof the premisses have bee holden by the rents and services, therefore due and of right accustomed. And the said I.T. for himself, his heirs, executors and administrators, doth covenant and grant to and with the said R. H his heirs and assigns, and to and with every of them by these presents, that she the said *El.* his wife, is seized of the reversion of the said bargained premises, of an estate to her and the heirs of her body lawfully begotten, immediately expectant upon an estate for the life of *Hellen Cl.* now wife of *Leo. Cl.* of, &c. Gent. with further remainder or reversion immediately expectant upon the said estate taile, to the right heirs of the said *El.* for ever (without any reversion or remainder of the same, or of any part thereof, in our soveraign Lord the King, or otherwise) of the ful, absolute reversion, in fee simple expectant, upon the said estate for life of the said *Hellen*: And the said I.T. for himself, his heirs, executors and administrators, doth covenant and grant to and with the said R. H. his heirs and assigns, and to and with every of them by these presents, that they the said R H, and *El.* his wife, and the heires and assigns of the said R. H. and every of them, shall and may from time to time, and at all times hereafter, for ever, after the decease of the said *Hellen*, peaceably and quietly have

have, hold, occupy, poſſeſſe and enjoy the ſaid meſſuage or tenement, back-ſide and premiſſes, without the let, interruption, trouble, expulſion or eviction of the ſaid I. T. and *El.* his wife, or either of them, or of their or either of their heirs, of their or either of their bodies, begotten or to be begotten, or any other heir or heirs of them, or either of them, or of any heir or heirs of T. L. Gent. deceaſed, & without any lawfull let, trouble, interruption, expulſion or eviction of any other perſon or perſons whatſoever, now having or lawfully claiming to have, or which hereafter may have, or lawfully claim to have any manner of eſtate, right, title, intereſt, thing or demand, of, in, to, or out of the ſaid bargained premiſſes, or any of them, by, for, from or under them, or any of them, or by, from or under the ſaid *Hellen*, or by their or any of their means, conſent or procurement (except ſuch perſon and perſons, which may lawfully claim under the leaſes and eſtates herein after excepted) and freed and diſcharged, or otherwiſe within convenient time, after reaſonable requeſt, well and ſufficiently ſaved and kept harmleſſe, and indempnified by the ſaid L. T. his heirs, executors and adminiſtrators, or ſome or one of them, of and from all and all manner of former and other bargaines, ſales, gifts, grants, alienations, eſtates, leaſes, jointures, dowers, uſes, wills, entrailes, rent, charges, rents, ſeck and arrearages of all manner of rents, ſtatutes merchant, and of the ſtaple recognizances, judgements, executions, fines, poſt-fines, and of and from all other titles, troubles, charges and incumbrances whatſoever heretofore had, made, done, committed, omitted, or wittingly or willingly ſuffered or procured, or hereafter to be had, made, done, committed, wittingly or willingly ſuffered or procured by the ſaid *I.* T. and *El.* T. L. and H. or either

or

or any of them, their or either, or any of their heirs, or aſſigns, or by any other perſon or perſons whatſoever, by their or any or either of their means, aſſent, conſent or procurement, the eſtate thereof heretofore made by the ſaid T. L. and *Hellen* his late wife, by fine and other aſſurance to the uſe of the ſaid T. L. and *Hellen*, and the heirs of the ſaid T. L. and one leaſe made by the ſaid *Hellen* and I. T. and *El.* his wife, to *R.* by Indenture bearing date *Aprill* 25. in the twelfth year, &c. and all arrearages of rents, now accrued or to accrue, by reaſon of the ſame, and one other Leaſe made by the ſaid I. T. and *El.* to the ſaid *Hellen*, for one hundred years, for better ſecurity of payment of 6 l. *per annum*, to the ſaid *Hellen*, and her aſſignes during her life only excepted, and fore-prized: and the ſaid I. T. for himſelf, his executors and adminiſtrators, doth covenant and grant, to and with the ſaid *R.* H. and *El.* his wife, and the heirs and aſſigns of the ſaid *R.* H. by theſe preſents that they the ſaid I. T. and *El.* his wife, and either of them, and their and either of their heirs, and all and every other perſon and perſons, now having or lawfully claiming to have, or which at any time hereafter ſhall or may lawfully claim to have any eſtate, right, title or intereſt, of, in or to the ſaid premiſſes, and every or any of them, by, from, or under the ſaid I. T. and *El.* his wife, and T. L or by, from or under either or any of them, other then the ſaid *Hellen*, and ſuch as may claim under her, for her eſtate as aforeſaid, and other then ſuch, which may claim under the ſaid excepted leaſes or either of them, ſhall and will from time to time, and at all times after the date of theſe preſents, at and upon the reaſonable requeſt, and only coſt and charges in the law of the ſaid R. H. and *El.* his wife, and the heirs and aſſigns of the ſaid

R.

R.H. or any of them do, make, knowledge, execute and ſuffer, or cauſe to be done, made, knowledged, executed and ſuffered, all and every ſuch further, lawfull and reaſonable act and acts, thing and things, deviſe and deviſes, aſſurances and conveyances in the law whatſoever, which ſhall be or may be for the more better and perfect aſſurance, ſure making the conveying of all and ſingular the ſaid bargained premiſſes, and every part and parcell thereof, with the appurtenances unto the ſaid R.H. and *El.* his wife, and the heirs and aſſigns of the ſaid R.H. to the only proper uſe and behoof of the ſaid R. H and *El.* his wife, and of the heirs and aſſigns of the ſaid R.H. for ever according to the true intent and meaning of theſe preſents, be it by fine, feoffement, recovery, with ſingle, double, or more voucher or vouchers, over deed or deeds, inrolled or not inrolled, the inrollment of theſe preſents, releaſe or confirmation with warranty or without warranty, or by all, every, any or as many of the ſaid waies and means, as by the ſaid R. H. and *El.* his wife, his heirs or aſſigns, or his, or their or any of their councell learned in the law, ſhall be reaſonably deviſed, adviſed and required, ſo as for the making, doing, knowledging, executing, ſuffering or performing ſuch further acts, things, deviſes, aſſurances and conveyances, or any of them, the perſon or perſons, that are to make ſuch further aſſurance by force of this covenant, or any of them be not compelled to travell above the ſpace of twenty miles, nor by ſuch acts, things, deviſes, aſſurances or conveyances, or any of them be compelled or compellable, to warrant, acquit, or defend the premiſſes, or any of them, more largely, or more generally, then only againſt acts, charges, titles, troubles, and incumbrances, had, made or done, or wittingly or willingly ſuffred by them, or by any of their means, aſ-

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ſent, conſent, privity or procurement, but not in any wayes to warrant againſt the ſaid leaſes and eſtates before excepted, or either or any of them. And moreover it is covenanted, granted, concluded and agreed upon, by and between all and every the ſaid Parties to theſe preſents, that all and every fines, feoffments, recoveries, acts, things, aſſurances and conveyances in the law whatſoever, hereafter to be had, made, levied, ſuffered, executed or performed, of the ſaid premiſſes or any part thereof, and whereunto the ſaid I. T. and El. his wife, or either of them, or their or either of their heirs ſhall in any wiſe be party or parties, voucher or vouchers, ſhall be and enure, and ſhall be deemed, conſtrued, reputed, adjudged, and taken to be and enure, to the only proper uſe and behoof of the ſaid R. H. and E. his wife, and of his heirs and aſſigns for ever, and to none other uſe and uſes, intents and purpoſes whatſoever. And this Indenture further witneſſeth, that the ſaid I. T. for the conſideration aforeſaid, hath granted, bargained, ſold and confirmed, and by, &c. unto the ſaid R. H. his Executors, adminiſtrators and aſſigns, all ſuch goods, implements, houſhold-ſtuffe, utenſils and things which are mentioned in a Schedule indented, hereunto annexed; and doth hereby alſo covenant and grant to and with the ſaid R. H. his executors, adminiſtrators and aſſigns, that he hath full power, and ſufficient and good right and property to grant the ſame accordingly: and the ſaid I. T. for himſelf, &c. doth covenant to and with the ſaid R. H. his heirs and aſſigns, that he, his heirs and aſſigns, ſhall and will at all times hereafter, upon the requeſt and at the charges of the ſaid R. H. his heirs or aſſigns, ſhew or cauſe to be ſhewn forth in any Court of Law or equity, or other place neceſſary, all evidences which he or they ſhall have in their hands, or may lawfully come by,

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without ſute of law, concerning the ſaid bargained premiſſes or any part thereof for maintenance of his eſtate hereby mentioned, to be aſſured unto him and his heirs, and ſhall and will permit and ſuffer the ſame to remain in ſuch court or place, ſo long as ſhall be neceſſary in ſuch behalf. In witneſſe whereof, &c.

Robert Farr (*being ſeized of a tenement in Fee with remainders, wherein* Eliz. Farr *hath an eſtate for her life*) *having levied a fine, now ſuffereth a recovery, and ſetleth and aſſureth the ſame to* Robert Black *and his heirs in fee-ſimple by the ſubſequent deed.*

THis indenture *quadripartite*, &c. between *Robert Farr*, ſon and heir of, &c. G. G. and E. *Ar.* of &c. of the firſt part, *Robert Black* of, &c. of the ſecond part, W. H. and T. H. of, &c. of the third part, and J. P. and *H. Bl.* of the fourth part, witneſſeth, that for and in conſideration of the ſumme of 200 l. of, &c. to the ſaid R. F. before the enſealing and delivery hereof, well and truly ſatisfied and paid by the ſaid R. *Bl.* whereof the ſaid R. F. doth by theſe preſents acknowledg the receipt, and thereof, &c. He the ſaid R. F. and the ſaid G. G. and E. *Ar.* at his requeſt and nomination have, and every of them hath, (by and with the conſent and direction of the ſaid R. B.) granted, bargained, ſold, aliened and confirmed, and by, &c. unto the ſaid W. F. and T. Y. all that great meſſuage, &c. together with all houſes, buildings, &c. and the rents, ſervices, reverſions and remainders thereof, and alſo all the eſtate, right, title, intereſt, challenge, claim and demand whatſoever, of them the ſaid R. F. G. G. and E. *Ar.* and every or any of them, of, in and to the ſaid granted tenement, &c. and alſo all deeds, evidences, charters, writings, eſcripts and minuments whatſoever, which do touch

or

or concern the ſaid granted premiſſes, or any part thereof, To have and to hold the ſaid meſſuage or tenement, garden and premiſſes before, hereby granted or conveyed, or mentioned, or intended to be hereby granted and conveyed, and every part and parcell thereof, with the appurtenances, unto the ſaid W. F. and T. Y. their heirs and aſſigns, to the only uſes, intents & purpoſes hereafter in theſe preſents limitted, expreſſed and declared, that is to ſay, to the uſe of them the ſaid W. F. and T. Y. and of their heirs, until a good and perfect common recovery ſhall be in due form of law, at the coſts and charges of the ſaid R. B. or his heirs, had and executed, of and for the ſaid, hereby granted or intended to be granted, meſſuage, tenement and premiſſes againſt them the ſaid W. F. and T. Y. before the Juſtices of the Court of Common Pleas at *Weſtminſter*, according to the uſual courſe of common recoveries in the ſame court uſed for aſſurance of lands & tenements, in which recovery the ſaid I. P. and H. B. ſhall be demandants and recoverers, and the ſaid R. F. ſhall be vouched to warrant, ſo as ſuch recovery ſo to be had, be had and executed before the end of the term of St. *Hillary* next enſuing the date hereof, and from and after the full execution of the ſaid recovery, (in caſe the ſame ſhal be had and executed before the end of the ſame term of S. *Hillary*, the ſaid Recoverers intended ſhall ſtand ſeized, or in caſe the ſaid recovery intended to be had ſhal not be had and executed by the time aforeſaid) then from and after the end of the ſaid term of St. *Hillary*, to the uſe of the ſaid R. B. and of his heirs and aſſigns for evermore, and to and for none other uſe, intent or purpoſe, to be holden of the chief Lord or Lords of the Fee or Fees of the premiſſes by the rents & ſervices therefore due, and of right accuſtomed; and the ſaid R. F. for himſelf, his heirs, execu-

tors and administrators, and for every of them doth covenant, promise and grant, to and with the said R. B. his heirs and assigns by these presents, that for and notwithstanding any act, matter or thing, had, made or done to the contrary by him and the said Ed. F. his father deceased, or either of them (except as herein after is excepted) the said R. F. G. G and E. A. or some of them are, or one of them is, at the ensealing and delivery hereof, the true and lawfull owners or owner of the said granted, or intended to be granted premisses, and every part and parcel thereof, and of & in the same and every part and parcel therof lawfully and rightfully seized of a good, sure, sufficient and absolute estate of inheritance in fee simple, in his or their own right, and to the only use of them, or some or one of them, his or their heirs, by good assurance, right or title in the law indefeazible, without any reversion, remainder, or further interest in the Commonwealth, or any other person or persons whatsoever, & also that notwithstanding as aforesaid, (except as herein after is excepted) the said R. F. G. G. and E. A. or some or one of them have or hath, at the time of the ensealing and delivery hereof, full power, good right and lawfull authority to grant, convey and assure the said granted or intended to be granted premisses, and every part and parcel thereof, in manner and form aforesaid, and according to the true intent and meaning hereof; and further also, that the said granted messuage, tenement and premisses, and every part thereof, with their appurtenances now be & are, and so from time to time, and at all times hereafter shal or may be, remain and continue to the uses, intents and purposes aforesaid, in manner and form aforesaid, and according to the true intent and meaning of these presents, clearly acquitted, (freed) & discharged of and from all & all manner of former & other

ther bargains, ſales, gifts, grants, leaſes, morgages, jointures, dowers, wils, covenants, intails, ſtatutes, merchant & of the ſtaple recognizances, judgments, execution, extents, rents, charge rents, ſeek, arrearages of rents, and of and from all other titles, charges, troubles, and incumbrances whatſoever, at any time heretofore had, made, done, committed, omitted or ſuffered to be done, or at any time hereafter to be had, made, done, committed, omitted or ſuffered to be done by him the ſaid R. F. and the ſaid E. F. his father, or either of them, except an eſtate aſſured to and upon *El.* H. widow, late wife of the ſaid E. F. by him the ſaid E. for the term of the life of the ſaid *Eliz.* of the premiſſes hereby conveyed, or intended to be conveyed, which is intended to be ſurrendred for the better execution of the ſaid intended recovery, and alſo except a bargain and ſale lately made by the ſaid R. F. G. G. and E. A. to the ſaid W. F. and T. Y. of the ſame premiſſes, to hold from *December* 20. laſt paſt, for the term of one whole year, which bargain and ſale was intended, and (made) for the better execution of theſe preſents, and the ſaid R. F. for himſelf, his heirs, executors and admiuiſtrators doth further covenant, promiſe and grant to and with the ſaid *R. B.* his heirs and aſſigns by theſe preſents; that he the ſaid *R. B.* his heirs and aſſigns ſhall or lawfully may from time to time, and at all times hereafter for ever, according to the true intent and meaning of theſe preſents, peaceably and quietly enter into, have, hold and enjoy the ſaid granted meſſuage, tenement, garden and premiſſes, and every part and parcel thereof with the appurtenances, without any let, interruption, challenge, claim, diſturbance, eviction, ejection, moleſtation, hinderance or denyal, of or by the ſaid R. F. or of or by any other perſon or perſons whatſoever having or claiming, or

pretending to have any lawful eſtate, right, title or intereſt in or to the premiſſes, or any part thereof, from, by or under him, or his ſaid father deceaſed, (except the ſaid *El.F.* and ſuch as ſhall or may claim, for, by, from or under, and only for, by, from or under the eſtate for life of the ſaid *El F.* and the bargain and ſale before herein excepted) and further alſo, that he the ſaid R.F. and his heirs, and all and every other perſon or perſons, having or claiming to have, or that ſhall or may have, or claim to have any right, title, eſtate or intereſt, of, in or to the premiſſes, from, by or under him or his ſaid father (except before excepted) ſhall and will from time to time, and at all times hereafter, during the ſpace of ten years next enſuing the date hereof, upon the reaſonable requeſt, and at the coſts and charges of the ſaid R. B. his heirs or aſſigns, make, do, ſuffer, acknowledge and execute, or cauſe or ſuffer to be done and executed, all ſuch further and other lawfull and reaſonable acts, things and aſſurances, for the further, better and more perfect granting, aſſuring and conveying of the ſaid meſſuage, tenement, garden and premiſſes, before hereby granted or mentioned, meant or intended to be hereby granted, with th'appurtenances, to the uſe of the ſaid R.B. his heirs and aſſigns for ever, according to the true meaning of theſe preſents, as by him the ſaid R. B. his heirs or aſſigns, or by his or their councel learned in the law, ſhal be in that behalf reaſonably deviſed, or adviſed and required, ſo as for the making of ſuch further aſſurance, neither the ſaid R.F. nor any other perſon, by whom ſuch aſſurance is to be made, ſhal be compelled or compellable to travel for the doing thereof, further then the City of *London* or *Weſtminſter*, and ſo as ſuch further aſſurance contain not, nor imply any further or more generall warranty or acquittall, then is before herein comprized.

prized. And it is concleded and agreed by and between the ſaid parties to theſe preſents, that all and every fine and fines, recovery and recoveries, & other aſſurances whatſoever, at any time heretofore had, made, ſuffered or executed of the premiſſes, or at any time hereafter be had or executed of the premiſſes or any part thereof, either alone by it ſelf, or together with any other lands, tenements, or hereditaments, and whereunto the ſaid R. F. hath been, or he or his heirs ſhal be in any ſort conuſor or conuſors, vouchee or vouchees, party or parries, ſhall be and enure, and ſhall be deemed, adjudged & taken to be and enure, as touching the ſaid granted premiſſes, to and for the only uſe of the ſaid R. B. and of his heirs and aſſigns for ever, and to or for none other uſe, intent or purpoſe whatſoever; provided alwayes, and it is the true intent and meaning of theſe preſents, and of all the parties hereunto, that neither theſe preſents, nor any thing therein contained, ſhall extend, or be conſtrued to extend to charge the ſaid G. G. and *E. Ar.* or either of them, their or either of their heirs, with or for any warranty or acquittal of the ſaid premiſſes or any part thereof, other then againſt him, and themſelvs reſpectively, and his and their reſpective acts. In witneſſe, &c.

Note.

A demiſe, bargain and ſale was made by R. H. G. G. and E. A. to W. F and T. Y. *Habend.* to them for one year, from *Decemb.* 25. laſt, that the eſtate of freehold might reſt in them without livery.

Note.

A Surrender is made by *El.* to R. F. of her eſtate for life, for otherwiſe W. F. and T. Y. could not have been made perfect tenants of the free-hold.

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John Vaugh. (*seized of a tenement* jure uxoris *for her life, the remainder in fee-tayle, belonging to* Tho. Mo.) *together with his wife, and the tenant in tayle, conclude to convey the same to T. S. and his heirs, the assurance is by fine and recovery, intended to be executed, the use whereof being to T. S. and his heirs is directed by the following deed, wherein are comprized necessary Covenants.*

THis Indenture *Quadripartite*, made, &c. between I. Y. of, &c. and *Mary* his wife, late the wife of B. M. late, of, &c deceased, of the first part, Tho. M. of, &c. sonne and heir of the said B. M. on the body of the said *Mary* begotten, of the second part. Tho S. of, &c. of the third part, and W. F. of, &c. of the fourth part. Whereas the said I. Y. and *Mary* his wife, stand seized in the right of the said *Mary* of an estate of free hold, for term of the life of the said *Mary*, the remainder thereof in fee-tail to the said T. M. party to these presents belonging with divers remainders over, of and in all that one great or capitall messuage, &c. and also of and in all houses, edifices, &c. witnesseth now this present Indenture, that for and in consideration of the summe of 600 l. of, &c. to the said, &c. well and truly paid and satisfied, it is concluded and agreed by and between the said parties to these presents, that a good and perfect estate of inheritance in fee-simple, shall be conveyed, setled and assured to and upon the said T. S. of and in all and singular the said great capital messuage, or tenement and mansion-house, now used as two houses as aforesaid, and all other the premisses before mentioned, with their add every of their rights, members and appur-

purtenances, and that to that end, intent or purpoſe, the ſaid *John V.* and *Mary* his wife, and *Tho. M.* party to theſe preſents, ſhall and will before the end of *Michaelmaſs* term, now next enſuing, the date hereof acknowledg and levy to the ſaid W. F. and his heirs, one *ſur connuzance de droit come ceo*, &c. to be ſued out with Proclamations according to the form of the Statute in that caſe made and provided, of all and ſingular the ſaid capitall meſſuage or manſion-houſe, and other the premiſſes, with th'appurtenances, by the name of two meſſuages with th'appurtenances in the pariſh of, &c. or by ſome other apt name or names, as by councel ſhal be thought meer, to the intent to make the ſaid W. F. perfect tenant of the free hold of the premiſſes, that ſo one writ of entry *ſur diſſeiſin En le poſt* iſſuing out of the High Court of Chancery, and to be returnable before the Juſtices of the Court of Common Pleas at *Weſtminſter*, may be obtained and ſued out, whereby the ſaid T. S. ſhall demand againſt the ſaid W. F. all the ſaid capitall meſſuage or manſion-houſe and premiſſes, by ſome apt name or names, as by counſell ſhall be adviſed, to which writ the ſaid W. F. ſhall appear in perſon, or by Atturney thereunto lawfully authorized, and after count or declaration againſt him by the ſaid T. S. he the ſaid W. F. ſhall make defence by words of courſe and vouch to warrantie, the ſaid T. M. party to theſe preſents, who ſhall likewiſe appear in perſon, or by his Atturney in that behalf, lawfully and ſufficiently authorized, and after count or declaration againſt him by the ſaid T. S. ſhall make defence by words of courſe, and vouch to warrantie the common vouchee who ſhall appear in perſon at the Barre of the ſaid Court of Common-Pleas, and after declaration againſt him, ſhall make defence and enter into the warrantie, and afterwards make

make default, whereupon ſeverall judgements ſhall or may be had, that ſo a good and perfect common recovery, with double voucher, according to the courſe of common recoveries in the ſaid Court of Common Pleas uſed, may be had and executed of the premiſſes: And this Indenture further witneſſeth, and it is the true intent and meaning of theſe preſents, and of all the Parties to the ſame, that the ſaid recovery ſo, or in any other manner to be had or executed, and the whole execution of the fine and recovery of the ſaid capitall meſſuages and premiſſes to be had or executed as aforeſaid, ſhall be and enure, and ſhall be deemed, adjudged, conſtrued and taken to be and enure, to and for the only proper uſe and behoof of the ſaid T. S. and of his heirs and aſſigns for ever, and to none other uſe, intent or purpoſe whatſoever. And the ſaid *John V.* for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid T. S. his heirs and aſſigns by theſe preſents, that (ſaving and excepting the terms and eſtates herein after excepted) He the the ſaid I. V. and *Mary* his wife, at the time of th'enſealing and delivery hereof, are, and ſo until the fine aforeſaid, by them to be levyed as aforeſaid, ſhall be fully executed as aforeſaid, ſhall be ſeized in the right of the ſaid *Mary* of a good eſtate of free-hold for the life of the ſaid *Mary*, of & in the capitall meſſuage, manſion-houſe and premiſſes before mentioned, to be ſetled and aſſured to or upon the ſaid T. S. or his heirs as aforeſaid, and that the ſaid I. V. and *Mary* his wife now have, and untill as aforeſaid, ſhall have full power, good right, and lawfull authority to convey and aſſure the premiſſes to the ſaid T. S. and his heirs, for the life of the ſaid *Mary*, according to the true intent and meaning of theſe preſents, and alſo that the ſaid capital meſſuage

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or manſion-houſe and premiſſes before mentioned or intended to be hereby ſetled or aſſured as aforeſaid, and every part and parcel thereof with the appurtenances, now be and are, and ſo from time to time, and at all times for ever, ſhall or may be, remain and continue unto the ſaid T. S. his heirs and aſſigns, according to the limitation aforeſaid, and according to the true intent and meaning of theſe preſents, clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid I. V. his executors or adminiſtrators, well and ſufficiently ſaved and kept harmleſſe of and from all former and other grants, leaſes, mortgages, eſtates, acts, titles, charges, troubles and incumbrances whatſoever, had, made or done, or to be had, made, done or committed by him the ſaid *John V.* and *Mary* his wife, or either of them, except and ſcreprized one leaſe of Indenture bearing date, &c. made and granted by the ſaid *John V.* and *Mary* his wife, and T. M. party to theſe preſents, of certain parts of the ſaid capitall meſſuage then, &c. for the term of 31. years, from the Feaſt of the birth of our Lord God, then laſt paſt, upon which is reſerved the yearly rent of 30. l. and 10. ſh. and alſo except and ſcreprized ſuch term and intereſt as *Tho. A.* hath in the other parts of the ſaid capitall meſſuage, by vertue of a leaſe heretofore made to *Simon L.* Mercer deceaſed, for certain years yet to come, under the yearly rent of 44 l. and 10. ſh. which ſaid ſeverall yearly rents, from henceforth, for and during the reſt and reſidue to come, of the reſpective terms before mentioned, to grow due and payable, it is concluded and agreed by and between the ſaid parties to theſe preſents, and every of them, and declared to be their true intent and meaning, ſhall continue, and be due and payable, and ought to be paid to the ſaid T. S. his heirs or aſſigns; and the ſaid I. V. for himſelf, his

his heirs, executors and adminiſtrators ; doth further covenant and grant to and with the ſaid T. S. his heirs and aſſigns by theſe preſents , that he the ſaid T. S. his heirs and aſſigns , ſhall or lawfully may from time to time , and at all times hereafter , for ever peaceably and quietly enter into, have, hold and enjoy all and ſingular the capitall meſſuage, manſion-houſe and premiſſes before mentioned, or intended to be hereby ſerled or aſſured, & every part and parcell thereof with their and every of their rights, members and appurtenances, without any let, interruption, diſturbance or incumbrance of or by them the ſaid I. V. and *Mary* his wife, or either of them, or of or by any other perſon or perſons, lawfully claiming or to claim , or having right or title from, by or under them, or either of them, their or either of their act, right, title or eſtate, except ſuch as ſhall or may claim by or under the leaſes before excepted, or either of them, and for the terms and intereſt in or by the ſame leaſes granted only , and alſo that he the ſaid I. V. and *Mary* his wife , and either of them , ſhall and will from time to time , upon the reaſonable requeſt , and at the coſt and charges in the law of the ſaid T. S. his heirs and aſſigns make, do, ſuffer, execute and acknowledge all and every ſuch further and other lawful and reaſonable acts, things, and aſſurances in the law , containing or implying no further or more generall warranty or acquittall, then only againſt them the ſaid I. V. and *Mary* his wife, and either of them , for the better aſſuring and ſure-making of the ſaid Premiſſes to the ſaid T. S. his heirs and aſſigns, as by him or them , or by his or their counſell learned in the law, ſhall be in that behalf reaſonably deviſed , adviſed or required, and ſo as for the doing thereof, neither the ſaid I. V. or *Mary* be compelled to travell above ten miles from the

he place of his or her reſpective dwelling or abodes at the time of ſuch requeſt to be made. And the ſaid T.M Party to theſe preſents, for himſelf, his heirs, executors and adminiſtrators, and every of them, doth covenant and grant, to and with the ſaid T. S. his heirs and aſſigns by theſe preſents, that ſaving and excepting the terms and intereſts herein before excepted, he the ſaid T.M. at the time of the enſealing and delivery hereof, is ſeized of a good, perfect and abſolute eſtate of inheritance in fee ſimple, of and in the ſaid capitall meſſuage, manſion houſe and premiſſes before mentioned, or intended to be ſetled or aſſured, and untill, &c. ſhall be ſetled and aſſured to and on the ſaid T. S. his heirs and aſſigns, according to the limitation aforeſaid, and the true intent and meaning of theſe preſents, ſhall be ſeized of all and ſingular the ſame capitall meſſuage, manſion-houſe and premiſſes, with th'appurtenances of a good lawfull and ſufficient eſtate of inheritance, in fee-tayl expectant, upon the death of the ſaid *Mary Vaughan*, and at the time of th'enſealing and delivery hereof, hath, and untill as aforeſaid, ſhall have full power, good right and lawfull authority, to convey, ſettle and aſſure the premiſſes, to and upon the ſaid T. S. his heirs and aſſigns for ever, in form aforeſaid, according to the true intent and meaning of theſe preſents, and alſo that all and ſingular the ſaid capitall meſſuage or manſion-houſe, and other the premiſſes before herein mentioned or intended to be conveyed, ſetled or aſſured as aforeſaid, and every part and parcell thereof, with the appurtenances, now be and are, and ſo from time to time, and and at all times hereafter for ever, ſhall or may be, remain and continue unto the ſaid T. S. his heirs and aſſigns, according to the limitation aforeſaid, and the true intent and meaning of theſe preſents clearly

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acquitted, exonerated and discharged, or otherwise by him the said T. M. Party to these presents, his heirs, executors or administrators, well and sufficiently saved and kept harmlesse, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, morgages, estates, jointures, dowers, wills, covenants, entails, statute-merchant, and of the staple recognances, judgements, executions, extents, debts to the Common-wealth, debts of record, and of and from all other titles, charges, troubles and incumbrances whatsoever; at any time heretofore had, made, done, committed or suffered to be done; or at any time hereafter to be had, made, done, committed or suffered to be done by them the said T. M. and the said E. M. his father, and T. M. his grand-father, or any of them, or by any other person or persons whatsoever, the said leases herein before mentioned to be excepted, and either of them, & the said estate for life of the said M. V. and the fee-farm-rent of 16 sh. issuing, or yearly due and payable out, of, or for the said premisses, to the Major and Commonalty of the said City of B. only excepted and fore prized; and the said T. M. for himself, his heirs, executors and administrators, doth further covenant and grant to and with the said T. S. his heirs and assigns by these presents, that he the said T. S. his heirs & assigns, and his and their farmers and tenants shall, or lawfully may from time to time, and at all times hereafter, for ever peaceably and quietly enter into, have, hold, use, occupy, possesse and enjoy all and singular the said capitall messuage, mansion-house & premisses before mentioned, or intended to be conveyed, setled or assured, and every part and parcell thereof with th'appurtenances, and take, receive and enjoy the rents, issues and profits thereof, to his and their own use, without any let, interruption, disturbance

ſturbance or incumbrance of or by him the ſaid T.M. or his heirs, or of or by any other perſon or perſons whatſoever, claiming or to claim, or having or pretending to have any lawfull eſtate, right, title, intereſt or thing, of, in, to or out of the premiſſes, or any part thereof (except ſuch as ſhall or may claim for, by or under the leaſes, eſtates and rents before herein excepted, or any of them) And further that he the ſaid T.M and his heirs, and all and every other perſon and perſons, that ſhall or may claim from, by or under him, ſhall and will from time to time, and all times hereafter, upon the reaſonable requeſts, and at the coſts and charges in the law of the ſaid T.S his heirs or aſſigns, make, do, ſuffer, execute and acknowledge, or cauſe to be made, done, ſuffered, executed and acknowledged, all and every ſuch further, and other reaſonable and lawfull acts, things and aſſurances in the law whatſoever, for the further and better aſſuring, ſure-making, ſetling and conveying to the ſaid T. S. his heirs and aſſigns of all and ſingular the ſaid capitall meſſuage or manſion-houſe and premiſſes before hereby mentioned, or intended to be hereby ſetled, conveyed or aſſured, and every part and parcell thereof, by ſuch way and means in the law, as by him the ſaid T.S. his heirs or aſſigns, or by his or their Councel learned in the law, ſhal be in that behalf reaſonably deviſed or adviſed & required, ſo as for the doing thereof the ſaid T M & ſuch others as are or ought to make ſuch further aſſurance by force of theſe covenants, be not compelled or compellable to travel above fifty miles from the place of his or their reſpective dwellings or abode at the time of ſuch requeſt to be made: and it is declared to be the true intent & meaning of theſe preſents, & of al the parties to the ſame, that al fines, feoffments, recoveries, conveiances & aſſurances at any time hereafter

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to be had, levied, ſuffered executed or acknowledged, by or between the ſaid parties hereunto, or any of them, or any other perſon or perſons whatſoever of the ſaid capital meſſuage or manſion-houſe & premiſſes before mentioned, or any part thereof, either alone by itſelf or together with any other lands, tenements or hereditaments ſhall be and enure, and ſhall be deemed, adjudged, conſtrued and expounded, to be and enure, to and for the only uſe and behoof of the ſaid T.S. of his heirs and aſſigns for ever, and to none other uſe, intent or purpoſe: and the ſaid I. V. and *Mary* his wife, and T.M. party to theſe preſents, for the conſiderations aforeſaid, have granted, bargained and ſold, and by theſe preſents do grant, bargain and ſel to the ſaid T.S. and his heirs; all and every the deeds, charters, evidences, writings, counterparts of leaſes, eſcripts & minuments, which do touch or concerne the ſaid meſſuage or tenement, or any part or parts thereof, al which or as many of them as now are, or be in the hands or poſſeſſion of the ſaid I. V. and M. his wife, or either of them, or of any other perſon or perſons, to his, her, or their own uſe, or by his or her delivery, or in the hands or poſſeſſion of the ſaid T.M. party to theſe preſents, or of any other perſon or perſons, to his or by his delivery, the ſaid I. V. for himſelf, his executors and adminiſtrators reſpectively, and the ſaid T.M. for him, his heirs, executors and adminiſtrators, do ſeverally and reſpectively covenant & agree, to deliver or cauſe to be delivered, uncanceled and undefaced, or in as good condition & plight as now the ſame are, unto the ſaid T.S. his heirs or aſſigns before the Feaſt day of the birth of our Lord God next enſuing the date hereof. In wtineſſe whereof all the ſaid Parties, to every part of this Indenture *Quadripartite*, have put their hands and ſeals, &c.

William

William King (*being ſeized of lands and, &c. in fee-tayle with remainders*) *dieth, having iſſue three daughters, who as co-heirs enter. Now* Sam. Nor. & Helter *his wife one of the co-heirs* (*for the better conveying of* Hefters *third part to* Jo. F. *and his heirs*,) *ſuffer a recovery, and by this deed, together with the tenants of the free-hold, and the recoverers; direct the uſe of the ſame recovery.*

THis Indenture *Tripartite*, &c. between *Sam. N.* &c. and *Heſt.* his wife, (one of the daughters and co-heirs of W K. late of, &c. deceaſed) of the firſt part, *Io. F.* the younger of, &c. of the ſecond part, and T. *Y.* of, &c. and *Nich. L.* and *Ben. Y.* of the third part witneſſeth, that whereas the ſaid *S. N.* and *Heſt.* his wife, in the right of the ſaid *Heſt.* were at the beginning of the term of St. *Michael*, now laſt paſt, and before, ſeized in fee-tayl, with divers remainders over, of and in one full third part (the whole into three equal parts to be divided) of all that tenement, &c. containing by eſtimation one yard land, with th'appurtenances, ſet, lying, or being in *Dundry* aforeſaid, in the ſaid County of *Somerſet*, and of and in all houſes, edifices, buildings, barnes, ſtables, orchards, gardens, backſides, lands, tenements, meddows, leaſows, paſtures, commons, common of paſture, woods, underwoods, profits, commodities, emoluments and hereditaments whatſoever, to the ſaid meſſuage and premiſſes, or any of them, or to any part or parcel of them belonging, or in any wiſe appertaining: and whereas the ſaid S. N. and *Heſt.* his wife, being ſo ſeized as aforeſaid, ſince the begining of the ſaid laſt term of Saint *Michael*, did, for and in conſideration of the ſumme of 200. l. of, &c. to them by the ſaid I. F. before th'enſealing, and deli-

very hereof, well and truly paid and ſatisfied, whereof they do hereby acknowledge the receipt, and thereof, and of every part and parcel thereof, do clearly acquit and diſcharge the ſaid I. F. his heirs, executors and adminiſtrators, by theſe preſent, Conclude and agree to and with the ſaid I. F. to convey and aſſure to the ſaid I. F. his heirs and aſſigns for ever, to the only and proper uſe and behoof of him the ſaid I. F. his heirs and aſſigns for evermore, the one full third part of all and ſingular the tenement, cottages, lands, and premiſſes, before in theſe preſents mentioned or expreſſed, and of all and ſingular other the meſſuages, lands, tenements & hereditaments whatſoever, within the Pariſh of *Dundry* and *Chew* aforeſaid, or either of them, whereof the ſaid *William King* the younger, (father of the ſaid H.) in his life time, and at the time of his death was ſeized of an eſtate of inheritance, by ſuch wayes, means and aſſurance in the law, as by the counſel of the ſaid I H ſhould be adviſed & thought meet, and whereas it was adviſed and thought meet by the counſell of the ſaid I. F. and concluded and agreed by and between the ſaid Parties to theſe preſents, that a common recovery with double voucher ſhould be ſuffered and executed of the ſaid third part, by the ſaid *Sam. N.* and H. his wife, of the meſſuages, tenement, cottages, lands and premiſſes before in theſe preſents mentioned or expreſſed, for the cutting off the ſaid intail, and barring all remainders, and for the aſſuring and ſetling of the inheritance of the ſame third part, to and on the ſaid I. F. his heirs and aſſigns for ever, in purſuance of which ſaid advice, concluſion and agreement, they the ſaid S.N. and H. his wife, by their Deed indented, bearing date the firſt day of this inſtant moneth of *November*, and inrolled in the High Court of Chancery the nineteenth day of the ſame moneth, (made between them

them the ſaid S. N. & H. of the one part, and the ſaid T. Y. of the other part) have granted, bargained and ſold to the ſaid T. Y. and his heirs, one full third part (the whole in three equall parts to be divided) of all & ſingular the tenement, cottage, lands & premiſſes before in theſe preſents mentioned or expreſſed, and of al and ſingular other the lands, tenements and hereditaments whatſoever, within the pariſh of *Dundry* and *Chew* aforeſaid, or either of them, whereof the ſaid W. *King* the younger (father of the ſaid *Heſt.*) in his life-time and at the time of his death was ſeized of an eſtate of inheritance, and the rents, reverſions and ſervices thereof, to be had and holden to the ſaid T. Y. perfect tenant of the free hold of the premiſſes, that a good, perfect and common recovery, with double voucher, might thereof be had and executed in purſuance of, and according to the ſaid concluſion and agreement; and whereas afterward in the ſaid term of Saint *Michael*, according to the concluſion and the agreement aforeſaid, the ſaid N. L. and B. T. did purſue out of the ſaid Court of Chancery one writ of entry *Sur diſſeiſin en le poſt* returnable before the Juſtices of the Court of Common-Pleas at *Weſtminſt.* whereby the ſaid N. L. and *Ben.* T. demanded againſt the ſaid T. Y. the ſaid part of the meſſuage, tenement, cottage, lands and things herein before mentioned or expreſſed, and by the ſaid concluſion and agreement, meant or agreed to be aſſured or conveyed to the ſaid I. F. & his heirs aforeſaid, by the names of the third part of two meſſuages, of thirty acres of land, of ten acres of meddow, of thirty acres of paſture, of three acres of wood, & common of paſture, with the appurtenances, in *Dundry* and *Chew* in the County of *Som.* to which writ the ſaid T. Y. appeared in perſon, and after declaration againſt him by the ſaid N. L. and

B. T. he the ſaid T. Y. appeared in perſon at the Bar of the ſaid Court, and vouched to warranty the ſaid S. N. and H his wife ,, who likewiſe appeared in perſon, and did enter in the warranty, and afterwards vouched over the common vouchee, who did likewiſe appear in perſon, and after declaration againſt him, made defence, and afterwards made default, whereby ſeveral judgments were had according to the courſe of common Recoveries uſed in the ſaid Court of Common-Pleas, witneſſeth now further this preſent Indenture, and it is hereby explained, declared and expreſſed, that the true intent and meaning of all the ſaid Parties to theſe preſents, before, & at the time of the ſuffering the ſaid recovery, was, and ever ſince hath been & yet is, that the ſaid recovery, and the whole execution thereof, ſhould, and for ever hereafter ſhall be and enure, and the ſaid Recoverors and their heirs ſhall for ever hereafter ſtand and be ſeized of and in the ſaid third part of the ſaid tenement, cottage, lands and premiſſes before mentioned, with th'appurtenances, to and for the only proper uſe and behoof of him the ſaid I. F. and of his heirs and aſſigns for ever, and to and for none other uſe, intent or purpoſe whatſoever, and for that end and purpoſe (according to the advice of councell, and the concluſion and agreement aforeſaid) the ſaid *Sam. N.* and *Heſter* his wife, for them and their heirs, and every of them do, and either of them doth by theſe preſents remiſe, releaſe, and quit-claim all errours, writ and writs of errour, cauſe and cauſes of errour, miſ-priſions and miſ-entries and demands, which they the ſaid *Sam.* and *Heſter*, or either of them, their or either of their heirs have, or hereafter may or ought to have, for or by reaſon of any errours, miſ-priſion, miſ-entry, erroneous obtaining or proſecution of the ſaid writ of entry and judgement aforeſaid, or any of them, or either

ther matter or thing whatſoever, in or about, or any way touching or concerning the ſaid recovery, or any the proceeding or proſecution thereof: And the ſaid *Sam. N.* for himſelf, his heirs, executors and adminiſtrators, and for every of them, doth covenant, promiſe and grant, to and with the ſaid I. F. his heirs and aſſigns, and to and with every of them by theſe preſents, that he the ſaid *Sam. N.* and *H.* his wife, at the time of th'enſealing, and delivery of the ſaid recited deed, made to the ſaid T. Y. and before mentioned to be inrolled as aforeſaid, were lawfully and rightfully ſeized, in the right of the ſaid *H.* of and in one full third part, (the whole in three equall patts to be divided) of all and ſingular the tenement, lands and premiſſes before herein mentioned, in fee-ſimple or fee-tayl, and at the time of th'inſealing of the ſaid deed as aforeſaid, had full power, good right and lawful authority, to grant, convey, ſettle and aſſure the ſaid third part in manner and form aforeſaid, according to the true intent and meaning of theſe preſents, and alſo that the ſaid third part of the ſaid tenement, land and premiſſes before herein mentioned, or intended to be conveyed, ſetled or aſſured to the ſaid I. F. as aforeſaid, now be and are, and ſo from time to time, and at all times hereafter for ever, ſhall or may be, remain and continue unto the ſaid I. F. his heirs and aſſigns, according to the limitation aforeſaid, and the true intent and meaning of theſe preſents, clearly acquitted, exonerated and diſcharged, or otherwiſe by them the ſaid S. N. and *H.* their executors or adminiſtrators, well and ſufficiently ſaved and kept harmleſſe, of and from all and all manner of former and other bargains, ſales, gifts, grants, leaſes, morgages, eſtates, jointures, dowers, wills, covenants, entails, ſtatutes merchant, & of the ſtaple recognizances, judgments, executions,

extents, debts to the Common wealth, sequestrations debts of Record, fines, issues, amerciamenes, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done, or at any time hereafter to be had, made, done, committed or suffered to be done by the said S N. and H. *Will. King* the younger, and *William King* the elder, father and grandfather of the said H. *K.* or any of them, or by any other person or persons whatsoever claiming or to claim, from, by, or under them, or any of them, and the said S. N. for himself, his heirs, executors and administrators, and every of them doth further covenant, promise and grant, to and with the said I. F. his heirs and assigns, and every of them by these presents, that he the said I. F. his heirs and assigns, and his and their farmers and tenants shall or lawfully may from time to time, and at all times hereafter, for ever peaceably and quietly enter into, have, hold, use, occupy, possesse and enjoy one whole third part of all and singular the tenements, lands and premisses before mentioned, and take, receive and enjoy the rents, issues, and profits thereof to his and their own use, without any let, interruption, challenge, claim, disturbance or incumbrance of or by them the said S. N. and *H.* or either of them, their or either of their heirs, &c. or of or by any other person or persons whatsoever, lawfully claiming, or having, or pretending to have any lawfull estate, right, title, interest or thing of, in, to or out of the said granted third part, from, by or under the said H. and her said Father and grandfather, or any of them. And further

For better assurance

that he the said S. N. and H. his wife, and the heirs of the said H. shall and will from time to time, and at all times hereafter upon the reasonable request, & at the costs

coſts and charges in the law of the ſaid I. F. his heirs and aſſigns, make, do, ſuffer, execute and acknowledge, or cauſe to be made, done, ſuffered, executed & acknowledged all and every ſuch reaſonable & lawfull acts, things and aſſurances in the law whatſoever, for the further and better ſetling, aſſuring, ſure making and conveying to the ſaid I. F. his heirs and aſſignes for ever, according to the true intent and meaning of theſe preſents, the ſaid 3. part before hereby mentioned, or intended to be conveyed and aſſured of and in the tenements, lands and premiſſes aforeſaid, by ſuch ways and means in the law, as by him the ſaid I. F. his heirs or aſſigns, or by his or their councell learned in the law, ſhall be in that behalf reaſonably deviſed, or adviſed and required, for the making whereof, the ſaid *S. N.* and *H.* ſhall not be compelled to travell above twenty miles from the place of his, her or their dwelling or abode at the time of ſuch requeſt to be made, nor to enter into any further or more generall warranty or acquittall than is herein comprized; and the ſaid *S. N.* and *H.* his wife, for the conſiderations aforeſaid, have granted, bargained and ſold, and by, &c. to the ſaid I. F. his heirs and aſſigns, all deeds, charters, writings and evidences which do touch or concern the premiſſes aforeſaid, or any part thereof, and all the right, title and demand of them the ſaid *Sam.* and *H.* of, in and to all and every or any the ſame deeds, evidences and writings. In witneſs whereof all the ſaid Parties have to each part of this Indenture *tripartite*, &c.

W. B. being poſſeſſed of lands, &c. for a term of years, (the inheritance of which lands in fee-ſimple, were conveyed to R. R. and W. B. in truſt, to be diſpoſed of as W. B. and his wife ſhould appoint) contracts with William *for ſale, the aſſurance adviſed thus, That for keeping on foot the term, and preventing incumbrances, the term ſhould be granted to W. D. himſelf, and the inheritance to W. D his ſonne, the inheritance is conveyed to the ſonne, as followeth.*

THis Indenture, &c. between W. B. of, &c. *Ro. R.* and *Wal. K* of, &c of the one part, and W. D. and W. D. of, &c. witneſſeth, that for and in conſideration of the ſumme of, &c. to the ſaid W. B. by the ſaid W. D. the elder before th'enſealing hereof paid, as well for certain terms and intereſts by the ſaid W. B. to him the ſaid W. D. already made and granted of the parcels of lands herein after granted, as for the inheritance thereof, hereby intended to be granted and conveyed, the ſaid *Ro. R.* and *Walter K.* at the requeſt of the ſaid W. B. and by the appointment, and with the Attornment of the ſaid W. D. th'elder, have, and either of them hath granted, bargained, ſold, aliened and confirmed, and by, &c. to the ſaid W. D. the ſonne and his heirs, all that meſſuage, tenement, &c. and all rents, reverſions, remainders, and ſervices of the ſaid premiſſes, and all their, and either of their right, title, intereſt, challenge, claim and demand whatſoever, of, in, and to the ſame premiſſes, to have, hold, and enjoy the ſaid, &c. unto the ſame W. D. the ſonne, his heirs and aſſigns for ever, to his and their own uſe for evermore, to be holden of the chief Lord or lords of the fee or fees of the premiſes, by th' rents

and

and ſervices therefore due, and of right accuſtomed: and it is concluded and agreed by and between the ſaid Parties, that neither theſe preſents, nor any thing herein contained, ſhall extend to be conſtrued to extend, to bind or charge the ſaid *Rob. R.* and *Wal. K.* or either of them, their or either of their heirs touching the premiſſes, otherwiſe than againſt his and their own acts reſpectively. In witneſſe whereof, &c.

Note.

That in reſpect of the Attornment of tenant, the eſtate of inheritance paſſeth legally without livery.

Barth. Merrick *being ſeized of lands,* (jure uxoris) *ſhe being a Co-heir, purchaſeth of* I. B. (*to whom the eſtates of the other Co-heirs is come*) *all the lands, the conveyance is by recovery concluded to be ſuffered by* John Bea.

THis Indenture, &c. between Jo. B. of, &c. ſonne and heir of *William Beamont* late of, &c. deceaſed, and Mary his wife, one of the daughters and Co-heirs of D. S. Gent. deceaſed of th'one part, and *Bar. Mer.* of, &c. *William H. I. H.* of, &c. and *Rich. C.* of, &c. of th'other part, witneſſeth, that the ſaid *John Beamont*, for and conſideration of the ſumme of 200. l. of, &c. to him by the ſaid Bar. Mer. before, &c. whereof, &c. hath agreed to grant, convey and aſſure to the ſaid Bar. Mer. his heirs and aſſigns for ever, all that toft and eight acres of land by eſtimation, be they more or leſſe, called, &c. and alſo common of paſture for ſix young beaſts, and one houſe with th'appurtenances in *Wickware-Heath*, all which premiſſes are ſcituate, &c. and now are in the tenue, holding or occupation of the ſaid Bar. Mer.

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in the right of *Eliz.* his wife, the daughter of *Ro. Web* deceased, for term of her life, and which said premisses late were the inheritance of the said *D. S.* and by and after his death, descended and came to his three daughters, (*viz*) the said M. *Eliz.* the wife of *Ro. Can.* and *B.* the wife of *John* M. the parts and portions of which *Eliz. Can.* and *Bridget*, he the said W. *Beaumont* purchased, and died thereof seized. And also the said *I. Beamont*, for the considerations aforesaid, hath agreed to grant, convey and assure to the said B. M. his heirs and assigns for ever, all other the messuages, lands, tenements, and hereditaments of him the said I. B. within the Parish of W. aforesaid, and all rents, reversions and services of the premisses, and every part thereof, by such waies and means as by him the said B. M. or his counsell learned in the law, shall be in that behalf reasonably devised and required, and this present indenture further witnesseth, that the said I. B. doth for himself, his heirs, executors and administrators, covenant, promise and grant to and with the said *B. M.* his executors, administrators & assigns by these presents, that he the said I. B. shall and will before the end of *Easter* term now next ensuing, by deed indented and inrolled in the High Court of Chancery, bargain and sell to the said W. H. and I. H. and their heirs, all the said toft and premisses, to have and to hold to the said W. H. and I. H. and their heirs during the naturall life of the said I. B. to the intent and purpose to make them tenants of the free hold of the premisses, and that a writ of Entry *sur disseisin en la post*, shall be brought and prosecuted by the said *Rich. C.* against the said W. H. and I. H. whereby he shall demand the said premisses by some fit and apt names against them the said W. H. and I. H. who shall appear in person, and voucl to war-

warranty the ſaid I. B. who ſhall likewiſe appear in perſon, and vouch over to warranty the common vouchee, who ſhall likewiſe appear in perſon and enter into the waranty, and afterwards make default, and depart in contempt of the Court, whereby ſeverall judgements ſhall be had, (*viz.*) for the ſaid *Rich.G.* to recover the premiſſes againſt the ſaid W. H. and I. H. and for them to recover in value againſt the ſaid I. B. and for the ſaid I. B. to recover over in value againſt the common vouchee, which ſaid recovery, ſo or in any other manner to be had and executed, and all fines, feoffments, and other aſſurances at any time hereafter to be had or executed, of the premiſſes, or any part thereof, ſhall be and enure, and ſhall be deemed, adjudged, conſtrued and expounded to be and enure, to and for the only uſe and behoof of the ſaid *B. M.* and of his heirs and aſſigns for ever, and the ſaid I. B for himſelf, his heirs, executors and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid B. M. his heirs and aſſigns, by theſe preſents, that he the ſaid I. B. at the time of th'enſealing and delivery hereof, is, and untill the ſaid premiſſes ſhall be fully and perfectly conveyed and aſſured to the ſaid B. M. his heirs and aſſigns for ever, according to the true intent and meaning of theſe preſents, ſhall be the true and lawfull owner of the ſaid premiſſes and every part thereof, and of and in the ſame and every part thereof lawfully & rightfully ſeized of a good eſtate of inheritance of fee ſimple, in his own right, and to the only uſe of him and his heirs, by good, ſure, ſufficient, and abſolute conveyance, aſſurance and title in the law indefeazible, and alſo that he the ſaid I. B. at the time of th'enſealing and delivery hereof, hath, and untill the ſaid premiſſes ſhall be aſſured as aforeſaid, ſhall have full power, good right, and lawfull authority, to bargain, ſell,

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convey and assure the said premisses, and every part thereof, to the said B. M. his heirs and assigns for ever, according to the true intent and meaning of these premisses, and also that the said premisses, and every part thereof, now be and are, and so from time to time, and at all times hereafter for ever, shall or may be, remain and continue to the said B. M. his heirs and assigns, clearly acquitted and discharged, or otherwise by him the said I. B. his heirs and assigns, well and sufficiently saved and kept harmlesse, of and from all and all manner of former and other bargains, sales, gifts, grants, leases, morgages, joyntures, dowers, wills, covenants, statutes, recognizances, judgements, executions, extents, rents, charge-rents, feck, arrearages of rents, and of and from all other titles, charges, troubles and incumbrances whatsoever, at any time heretofore had, made, done, committed or suffered to be done; or at any time hereafter to be had, made, done, committed, omitted or suffered to be done by him the said I. B. or by the said W. B. or by any other person or persons whatsoever, (except the estate of the said *Eliz.* M. for her life, and except the rents and services from henceforth to be due and payable to the chief Lord or Lords of the fee or fees of the premisses,) and also the said I. B. for himself, his heirs, executors and administrators, doth covenant, promise and grant, to and with the said B. M. his heirs and assigns by these presents, that he the said B. his heirs or assigns shall or lawfully may, from time to time, and at all times hereafter for ever, peaceably and quietly have, hold and enjoy the said premisses and every part thereof, without any let, interruption, challenge, claim, disturbance or incumbrance of or by him the said I. B. or his heirs, and without any lawfull let, interruption, challenge, claim, disturbance or incumbrance of

or

or by any other perſon or perſons (except ſuch as ſhal or may claim, by or under the right or title of the ſaid *Eliz.* M. or for the rents and ſervices aforeſaid:) and further that he the ſaid I. B. and his heirs, and every other perſon and perſons, lawfully claiming or to claim any manner of lawfull eſtate, right, title or intereſt in or to the premiſſes, (except before excepted) ſhall and will from time to time, and at all times hereafter, upon the reaſonable requeſt, and at the coſts and charges in the law of the ſaid B. M. his heirs or aſſigns, make, do and execute all and every ſuch further act, and things, for the further and better aſſuſing of the ſaid premiſſes, and every part thereof, to the ſaid B. M. his heirs and aſſigns for ever, as by him the ſaid B. M. his heirs, or aſſigns, or by his or their councel, &c. ſo as for the during thereof, &c. a bargain and ſale of deeds, &c. In witneſſe, &c.

Nota.

Bar. Mer. demiſeth the lands to A. and B. *Habend.* forty years, (if the coverture between him and *Eliz.* his wife ſo long continue) on truſt, to ſuffer him to enjoy and make ſuch grants as he ſhall appoint.

Nota.

Bar. Mer. ſurrendreth to *John* B. the premiſſes *Habend.* to him and his heirs, provided, if I. B. or his aſſigns pay not 200. l. before Midſummer next, &c. to be void, B. M. to enjoy the premiſſes in the mean time.

Peter

Peter H, *purchaſeth lands of* William Hobbs & uxor. (*other lands he holds in the right of* Joan *his wife, to whom the ſame were deviſed by* Rich. Jones *her brother in fee ſimple*) *the brother and heir of the deviſor intendeth to ſettle other lands which came to him by deſcent, on the ſaid* Peter, *and* Joan *in tail. Now for the ſetling as well the lands purchaſed of* Hobbs, *as all the reſt, a fine is levyed by* William Hobbs & uxor. John Jones (*heir to the deviſor*) & uxor. *and the ſaid* Peter & uxor. *and* Thomas P. *and* John Call. *The uſes whereof are declared by the deed following.*

THis Indenture *tripartite*, &c. between *William Hobbs* of, &c. and *M.* his wife, *Thomas Jones* of, &c. brother and heir of *Rob. Jones* late of, &c. deceaſed, who was ſonne and heir of *John Jones* late of, &c. deceaſed, (begotten on the body of *Joan* his wife, daughter of *Thomas Plate* of, &c. deceaſed) and *A.* the wife of the ſaid *Thomas Jones* of the firſt part, P. H. and J. his wife of the ſecond part, and *Tho. P.* and Jo. *Call* of, &c. of the third part, witneſſeth, that whereas the ſaid *William Hobbs* by his deed indented, bearing date *April* 18. in the ſixteenth year of, &c. for the conſiderations therein expreſſed, did grant, bargain, ſell and convey to the ſaid P. H. his heirs and aſſigns for ever, two ſeverall meſſuages or tenements, with the gardens and appurtenances thereunto belonging, ſcituate and being, &c. and then and yet in the ſeverall holdings of, &c. and alſo three ſeverall meſſuages or tenements, with a garden or out-ground on the back part thereof, & to the ſame three tenements, or ſome of them belonging or appertaining, ſcituate and being, &c. and then and yet in the ſeveral tenures and occupations of, &c

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as in and by the ſame deed indented more at large appeareth, and whereas alſo the ſaid *Robert Iones*, being in his life-time lawfully ſeized in fee-tail, of and in all the meſſuages, lands, tenements and hereditaments hereafter mentioned (that is to ſay) all that great meſſuage or tenement, whereiu, &c. ſcituate and being, &c. and alſo two other meſſuages or tenements, &c, and alſo three gardens, &c: did in his life time, (*viz.*) in the term of *Eaſter* in the ſixteenth year of, &c. acknowledge and levie to the ſaid P. H. and T. P. one fine *ſur connuzance de droit come ceo, &c.* which was ſued out with Proclamation, according to the form of the ſtatute in that caſe made and provided, before the then Juſtices of the Court of Common Pleas at *Weſtminſter*, of all the ſaid meſſuages, lands, tenements and premiſſes, by the names of nine meſſuages, and four gardens, with th'appurtenances in, &c. as by the ſaid fine remaining of Record in the ſaid Court more at large may appear. Which ſaid fine was ſo levied to the intent and purpoſe, to make the ſaid R. *Jones* tenant of all the ſaid premiſſes in fee ſimple, as by Indentures to that purpoſe made, bearing date *April* 20. in the ſaid ſixteenth year, &c. made between the ſaid *Richard Io.* of the one part, and the ſaid T. P. and P. H. of the other part, more at large it doth and may appear; and whereas the ſaid *Rich. Iones* after the levying of the ſaid fine (that is to ſay) *Aprill* 25. in the ſeventeenth year of, &c. by his laſt Will and Teſtament in writing, bearing date the day and year laſt mentioned, did give and deviſe in theſe words, *viz.* I give and bequeath all that tenement, &c. unto *Ioan H.* my ſiſter, wife of *Peter H.* and to her heirs and aſſigns for ever, and alſo in another place of the ſaid Will gave and deviſed in theſe words, (*viz.*) *Item* I give to my ſiſter *Ioan H.* and to her heirs

heirs and aſſigns for ever, my houſe, lodge and orchard with the appurtenances, lying and being, &c. as by the ſaid Will and Teſtament may appear; and whereas the ſaid *Richard Iones* afterwards dyed, leaving all the reſidue of the ſaid Meſſuages, land, tenements and premiſſes, to deſcend and come to the ſaid *Thomas Iones*, as brother and heir of the ſaid *Rich. Iones*, witneſſeth now further this preſent Indenture, that for the conſiderations aforeſaid, and for and in conſideration of the ſumme of 40 l. to him the ſaid *Thomas Iones* by the ſaid *Pet. H.* before th'enſealing and delivery hereof, well and truly ſatisfied and paid, whereof he acknowledgeth the receipt, and thereof, and of every part and parcell thereof, doth clearly acquit and diſcharge the ſaid P. H. his heirs, &c. and every of them for ever by theſe preſents, and for ſetling the inheritance of all the ſaid meſſuages, lands, tenements, hereditaments and premiſſes, in ſuch manner and form as hereafter in theſe preſents is mentioned, limitted and declared, & for divers other good cauſes and conſiderations, all the ſaid Parties moving, it is covenanted, granted, concluded and agreed, by and between all the ſaid Parties to theſe preſents, that they the ſaid W. *Hobbs* and *Margaret* his wife, *Thomas Iones* and *Anne* his wife, *Peter H.* and *Ioan* his wife, ſhall and will before the end of *Eaſter* term next acknowledge and levy to the ſaid *Tho. P.* and *John Call*, and to the heirs of one of them one fine *ſur connuzance, &c.* to be ſued out with Proclamations according to the form of the ſtatute in that caſe made and provided, before the Juſtices of the Court of Common-Pleas at *Weſtminſter*, of all the meſſuages, lands, tenements and premiſſes before mentioned, by the names of thirteen meſſuages and ſeven gardens, with the appurtenances, in, &c. Which fine ſo or in any other manner to be acknowledged

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and levied, and all other fine and fines to be had, levied or acknowledged, by or between the said parties, or any of them, or any other person or persons of the said premisses, or any part thereof, shall be and enure, and shall be deemed, adjudged, construed and expounded to be and enure, to and for the only uses, intents and purposes, hereafter in these presents limited, expressed and declared, (that is to say) as touching and concerning all the said messuages, tenements, gardens and premisses before mentioned to be granted, bargained sold or conveyed by the said W. *Ho.* in and by the said recited deed indented, to the use and behoof of the said P. *Hobbs*, and of his heirs and assigns for ever, and as touching all other the messuages, lands, tenements, hereditaments and premisses before mentioned, meant or intended to be comprized in the said fine hereby agreed to be levied, whereof no use is herein before declared, and of every part and parcel thereof, with th'appurtenances, to the use and behoof of the said Peter H. for term of his naturall life, and from and after his decease, to the use and behoof of the said Joan *H.* for the term of her naturall life, and from and after her decease, to the use and behoof of the first sonne of the said P. Hobbs, on the body of the said J. his wife begotten and to be begotten, and of the heirs males of the body of such first sonne lawfully to be begotten, and for default of such issue, to the use and behoof of the second sonne of the said Peter Hobbs, on the body of the said Joan his wife begotten and to be begotten, and of the heirs males of the body of such second sonne lawfully to be begotten, and for default of such issue, to the use and behoof of all and every other sonne and sonnes of the said P. H on the body of the said Joan his wife to be begotten, one after another, as they shall be in seniority of age, and priority of birth,

and of the heirs of the body of every of the ſame ſonnes reſpectively to be begotten, the elder of the ſaid ſons and the heirs of his body, being alwayes preferred before the younger, & the heirs of their bodies, & for default of ſuch heirs to the uſe and behoof of al the daughters of the body of the ſaid *P.H.* on the body of the ſaid J. his wife begotten or to be begotten, & of the heirs of the body of the ſame daughters reſpectively, lawfully to be begotten, and for default of ſuch heirs, to the uſe and behoof of the ſaid *P. Hobbs* and J. his wife, and of their heirs and aſſigns for ever, provided alwayes, and it is explained and declared to be the true intent and meaning of theſe preſents and of all the parties to the ſame, that it ſhall be lawfull to and for the ſaid *P. Hobbs* and J. his wife, at any time during the coverture between them, by any writings or writing indented to be by them ſigned or ſealed in the preſence of three or more credible witneſſes, who ſhall thereunto ſubſcribe or indorſe their names or markes, teſtifying the ſame, to alter, change, revoke, determine, diminiſh or inlarge all or any of the uſe or uſes, herein before limitted, touching or concerning the ſaid meſſuages, tenements and premiſſes herein before limitted, to the ſaid *P. Hobbs* and *J.* his wife, or either of them for their lives, or any part or parcell thereof; and by the ſame writing or writings, or by any other writing or writings indented, ſo ſigned, ſealed and teſtified as aforeſaid, to limit and appoint any other uſe or uſes of the ſame meſſuage or meſſuages, tenements and premiſſes laſt mentioned, or any part or parcel thereof, to the ſaid perſon or perſons, or to any other perſon or perſons, and of ſuch eſtate & eſtates as to them ſhall ſeem beſt, and in any caſe ſuch new limitation or appointment of uſes ſhall be made, that then the ſaid fine ſo to be levied, ſhall be and

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enure, and ſhall be deemed, adjudged, conſtrued and expounded to be and enure, as touching the ſaid meſſuages, tenements, lands and premiſſes laſt mentioned, and every part thereof, to and for ſuch new uſe and uſes, as in and by ſuch writing or writings, ſo to be ſigned, ſealed and teſtified as aforeſaid, ſhall be expreſſed, limitted and declared, any thing, &c. and the ſaid *Thomas Iones* for himſelf, his heirs, executors, and adminiſtrators, doth covenant, promiſe and grant to and with the ſaid P. *Hobbs* and *Joan* his wife, and either of them, their and either of their heirs, &c. by theſe preſents, that all the ſaid meſſuages, tenements and premiſſes, and every part and parcel thereof, with the appurtenances, now are and be, and ſo from time to time, and at all times hereafter for ever, ſhall or may be, remain and continue to the ſeverall and reſpective uſes, before herein mentioned, limitted and declared, according to the true intent and meaning hereof, clearly freed and diſcharged of and from all former and other bargains, ſales, gifts, grants, leaſes, morgages, charges, troubles and incumbrances whatſoever had, made, committed or done by him the ſaid *Tho Jones*, or any other perſon or perſons, lawfully claiming or to claim, by, from or under him. In witneſſe, &c.

A marriage is intended between Tho. Geo. *Eſquire, and* Ph. B. *ſingle woman,* Ph. (*in regard the joynture agreed on cannot preſently be aſſured,*) *with conſent of* Tho. *makes over all her Lands, &c. jewels, moneys, &c. to* Eliz. *her ſiſter, in truſt, &c.*

THis Indenture, tripartite, &c. between T. *Geo.* Eſquire, ſonne and heir of Sir *Tho. G.* of, &c. Knight, of the firſt part. *Ph.* B. ſingle woman, and

daughter of, &c. of the ſecond part, and *Eliz.* B. ſiſter of the ſaid *Ph.* B. of the third part, witneſſeth, that whereas there is a marriage agreed upon, and ſhortly (by Gods grace) to be had and ſolemnized, between the ſaid T. G. and the ſaid *Ph.* B. and whereas the ſaid P. B. is, and ſtandeth poſſeſſed and intereſſed in certain leaſes, moneys, jewels, debts, goods and chattels, and whereas alſo the ſaid T. G. by reaſon of the preſent diſtractions of the times, is not able preſently to aſſure unto the ſaid *Ph.* B. ſuch joynture as is agreed on to be aſſured to her, witneſſeth now further this preſent Indenture, that it is covenanted, granted, condeſcended unto and agreed upon, by and between all the ſaid Parties to theſe preſents, in manner and form following, (that is to ſay) the ſaid *Ph.* B. by and with the conſent and good will of the ſaid T. G. Party to theſe preſents, teſtified, by being Party, and putting his hand and ſeal to one or more parts of this Indenture, hath granted, aliened, aſſigned and ſet over, and by, &c. unto the ſaid *Eliz.* B. all ſuch mannors, meſſuages, lands, tenements, rents, ſervices and hereditaments whatſoever, ſituate, lying and being in, &c. or elſewhere in *England*, whereof or wherein ſhe the ſaid *Phil.* is or ſtandeth poſſeſſed or intereſſed, & all her eſtate, right, title, intereſt, claim and demand whatſoever, in and to the ſame mannors, meſſuages, lands, tenements and premiſſes, and every or any part thereof, together with all leaſes, deeds and writings, touching the ſame premiſſes and every part thereof, To have and to hold the ſaid mannors, meſſuages, lands, tenements and premiſſes, and every part and parcel thereof, with the appurtenances, to the ſaid *Eliz.* B. her executors, adminiſtrators and aſſignes, from henceforth, for and during all the reſpective time and times, term and termes, as ſhe the ſaid *Ph.* B. hath or ought to

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have thereunto to come and unexpired; and also the said *Ph.* B. by and with the like consent and agreement of the said T.G. Party to these presents, testified as aforesaid, hath granted and delivered, and by, &c. to the said *Eliz.* B. all her jewels, moneys, bonds, specialties, debts, and other goods and chattels whatsoever, before hereby mentioned, meant or intended to be granted and delivered, and every part & parcell thereof with the appurtenances, to the said *Eliz.* B. her executors, administrators and assigns, to the uses, intents and purposes hereafter in these presents mentioned and declared: and it is expressed and declared to be the true intent and meaning of all the said parties to these presents, that the severall grants herein before made to the said *Eliz.* B. are so to her made upon trust and confidence in her reposed, as well by the said T. G. Party to these presents, as the said *P.B.* that in case the said marriage take effect, and that the said T. G. shall, during the coverture between him and the said *Ph.* cause to be assured by good and sufficient wayes and means in the law to the said *Ph.* for her life, and after her death to the heirs of her body by the said T. Party, &c. to be begotten, mannors, messuages, lands, tenements and hereditaments situate, lying and being in the county of *Wilts* and *Glouceſter*, or either of them, of the clear yearly value of 250.l. of, &c. over and above all rents, charges, deductions and reprises; or that after such marriage solemnized, if the said *Ph.* shall happen to depart this transitory life before the said T.G. and before such assurance made as aforesaid, which shall first happen, she the said *Eliz.* B. her executors, administrators and assigns, shall and will upon the reasonable request, and at the costs and charges in all things of the said T. G. his executors, &c. not only grant, assign and set over to the said

T.G. party,&c. his executors,&c. all the ſaid mannors, meſſuages, lands, tenements, hereditaments and premiſſes before hereby granted or aſſigned by the ſaid *Ph. B.* to the ſaid *E.* B. as aforeſaid, for all ſuch time and times, term and terms reſpectively, as ſhal be then therein to come and unexpired, diſcharged of all other grants and iucumbrances made or done by the ſaid *Elizabeth*, except ſuch as ſhe ſhall make or do by conſent of the ſaid T. G. his executors, &c. but alſo grant and re-deliver to the ſaid T. G. his executors or aſſigns, all ſuch moneys, jewels, bonds, ſpecialties, debts, and other goods and chattels whatſoever, as in the mean time ſhall come to the hands of the ſaid E. her executors, &c. by force of theſe preſents, and which ſhall remain or be in her or their hands, cuſtody or poſſeſſion, by the true meaning hereof, and alſo that in ſuch caſe, ſhe the ſaid *Elizabeth*, her executors, &c. ſhall from time to time, in the mean time after ſolemnization of the ſaid marriage, pay and deliver to the ſaid T.G. all ſuch rents, iſſues and profits of the ſaid mannors, lands, tenements, moneys and debts, as ſhall come to her or their hands or cuſtody, and alſo upon further truſt and confidence in the ſaid *Eliz. B.* repoſed, that in caſe the ſaid marriage take effect, and the ſaid T. G. happen to depart this tranſitory life before the ſaid P. B. and before he ſhall have aſſured, or cauſed to be aſſured to the ſaid P.B. any mannors, meſſuages, lands, tenements or hereditaments of the value aforeſaid, and in form aforeſaid, that then in ſoch caſe ſhe the ſaid *Eliz.* B. her executors, &c. ſhall and will not only re-grant, reaſſign and ſet over to the ſaid PH. B. all the ſaid mannors, meſſuages, lands, tenements and premiſſes before hereby granted or aſſigned, by the ſaid *Ph.* B. as aforeſaid, for all ſuch time and times, term and

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terms reſpectively, as ſhall be then therein to come and unexpired, diſcharged of all other grants and incumbrances made or done by the ſaid *Elizabeth* B. her executors, &c. except ſuch as ſhe ſhall make or do by the conſent of the ſaid P. H. but alſo re-grant and re-deliver to the ſaid *Phil.* her executors or aſſigns, all ſuch moneys, jewels, bonds, ſpecialties, debts and other goods and chattels whatſoever, as in the mean time ſhall come to the hands or cuſtody of the ſaid *Eliz.* her executors or aſſigns by force of theſe preſents, and which ſhall remain and be in her or their hands, cuſtody or poſſeſſion, by the true meaning of theſe preſents, and the ſaid T. G. for himſelf, his executors, &c. doth covenant, promiſe, grant and agree, to and with the ſaid *Eliz.* B. her executors, &c. by theſe preſents, that neither he the ſaid T. G. nor his heirs, &c. nor any other perſon or perſons, claiming or to claim by or under him, or deriving any authority by or under him, them or any of them, ſhall at any time hereafter enter into, receive, take or intermeddle with the ſaid mannors, meſſuages, lands, tenements, hereditaments, jewels, moneys, bonds, ſpecialties, debts, or other things before hereby mentioned, meant or intended to be granted, aſſigned or delivered by the ſaid *Ph* B. to the ſaid *E.* B. as aforeſaid, or any part or parcell thereof, or any rents, iſſues or profits thereof, or of any part thereof, other than according to the true intent and meaning of theſe preſents; provided always, and it is declared to be the true intent and meaning of theſe preſents, and all the Parties to the ſame, that in caſe the ſaid marriage ſhall not be ſolemnized, on or before the, &c. next enſuing the date hereof, that then and from henceforth, theſe preſents, and every grant, matter and thing herein contained, ſhall ſeal, determine, and be utterly fruſtrate

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and void to all intents and purposes; and that the said Ph. B. her executors, &c. shall from thenceforth have and enjoy again to her and their own use and right, all, &c. any thing, &c. In witnesse whereof to one part of this tripartite Indenture, remaining with the said E. B. the said T. G. and Ph. B. have put their hands and seals; to one other part remaining with the said Ph. B. the said T. G. and E. B. have, &c. to the other part remaining with the said T. G. the said P. B. and E. B. have, &c.

A. and B. his wife being possessed of a certain mannor and lands, covenant with C. and D. to levy a fine thereof to certain uses, with a Covenant, that himself and his wife together, shal have powor to let leases for lives or years.

THis Indenture, &c. between A. and B. his wife of the one part, and C. of, &c. and D. of, &c. of th'other part, witnesseth, that for the setling of the inheritance of the mannors, lands, tenements and hereditaments, hereafter in these presents mentioned, to such use and uses, and in such manner and form as is hereafter in these presents limitted, expressed and declared, and for the enabling of the said A & B. his wife, to make and grant leases and estates, of and in the said mannor, lands and premisses, in such manner and sort, and according to the power and authority to them hereafter in these presents mentioned, reserved and raised, and for other good causes and considerations, them the said A. and B. his wife thereunto especially moving, it is agreed between the said Parties, and they the said A. and B. his wife, do covenant, grant and agree, to and with the said C. and D. and either of them, their executors and administrators by these presents, that they the said A. and

A. and B. his wife, ſhall and wil before the end of Michaelmas term next enſuing the date hereof, acknowledge and levy of the ſaid C. and D. and to the heires of the ſaid C. one fine *ſur conuzance du droit, &c.* to be ſued out with proclamations, according to the form of the ſtatute in that caſe made and provided, of all that the mannor, capital meſſuage, farm, barton and demeaſn lands of, &c. with all and ſingular the rights, members and appurtenances thereof, thereunto or to any of them belonging, or reputed, or uſed, as thereunto or to any of them belonging, and of all other the meſſuages, lands, tenements, rents, ſervices and hereditaments whatſoever, wherein *Th. I.* Gent. deceaſed had any eſtate of inheritance in poſſeſſion, reverſion or remainder, ſituate lying and being, or to be had or taken in or next the towns, pariſhes, fields and hamlets of, &c. with the appurtenances, and of twelve meſſuages, two cottages, one watermil, twelve gardens, three hundred acres of land, two hundred acres of paſture, fourty acres of wood, with the appurtenances, in, &c. or by ſuch other fit name or names, quantities and qualities of acres, as ſhall be thought fit, which ſaid fine ſo or in any other manner to be had and levied, ſhall be deemed, adjudged, conſtrued and expounded, to be to and for the only uſes, intents and purpoſes, hereafter in theſe preſents limited, expreſſed and declared, and to and for none other uſe, intent or purpoſe whatſoever, that is to ſay, to the uſe and behoof of the ſaid A. for and during the term of his natural life, and from and after his death to the uſe and behoof of the ſaid B. for and during the term of her naturall life, & from and after the deceaſe of the ſaid A. and B. his wife, to the uſe and behoof of the heirs of the body of the ſaid A. on the body of the ſaid B begotten and to be begotten, and for default of ſuch heirs, to the uſe and behoof of the

the right heirs of the ſaid A. for ever: and it is promiſed, covenanted, concluded, agreed and declared, by and between all and every the ſaid Parties to theſe preſents, that it ſhall and may be lawfull, to and for the ſaid A. from time to time, and at all or any time or times, during his naturall life, by any Indenture or Indentures to make any demiſe or demiſes, grant or grants of the ſaid premiſes, or of any part or parts thereof alone, or amongſt other things, as well in poſſeſſion for the term of twenty one years or under, or for one, two or three life or lives, or for any term or number of years determinable, on one, two or three lives, at, for and under ſuch rents, covenants and conditions, as to him the ſaid A. ſhall ſeem meet, ſo as ſhe the ſaid B. ſhall be made a party to every ſuch Indenture, whereby any ſuch demiſe or grant ſhall be made, during the life of the ſaid B. and that the ſaid B. ſhall ſeal and deliver every ſuch Indenture, and that at all times from and after the making of any ſuch demiſe or demiſes, grant or grants (the ſaid fine to be levyed as aforeſaid, and the Conuzes of the ſame fine and their heirs, and the heirs of the ſurviver of them ſhall ſtand and be ſeized of and in ſuch part and parts as ſhall be ſo demiſed or granted, to the uſe and behoof of every ſuch leſſee or leſſees, grantee or grantees, to whom any ſuch demiſe or demiſes, grant or grants ſhall be ſo made, and according to the true intent and meaning of every the ſame ſeveral & reſpective demiſe or demiſes, grant or grants, ſo as the ſame leſſee or leſſees, grantee or grantees, their executors and aſſigns ſhall pay the rents, and perform their covenants and conditions in ſuch Indentures of demiſe or grants, to be ſpecified and contained, according to the true intent and meaning of the ſame Indenture. In witneſſe, &c.

R.C.

R. C. being poſſeſſed of a meſſuage, &c. in fee-ſimple, granteth the ſame to I. P. C. P. and G. C. Habend. to them and their heirs to certain uſes, viz. the uſe of himſelf for life, yet ſo as to pay 20. l. per annum, and meat, drink, &c. to his eldeſt ſon, his wife, &c. and after his deceaſe to ſeverall other uſes and profits.

THis Indenture, &c. between R. C. of, &c. of the one part, and I. P. C. P. and G. C. of the other part, witneſſeth, that the ſaid R. C. for divers conſiderations him thereunto moving, and eſpecially the preferment of A. his eldeſt ſonne, and next heir, for the jointure of *A.* the now wife of the ſaid A. & for the preferment of the iſſue between the ſaid A. and *A.* lawfully begotten and to be begotten, hath given, granted, inteoffed and confirmed, and by, &c. unto the ſaid I. P. C. P. and G. C. and their heirs, all that manſion-houſe or meſſuage, with the appurtenance, wherein the ſaid P. C. now dwelleth, ſet, lying and being, &c. and all the orchards, gardens, lands, tenements, paſtures, meddows, woods, commons, profits, commodities and advantages whatſoever, to the ſaid meſſuage and premiſſes belonging, or in any wiſe appertaining, or being accepted, reputed or uſed, as part, parcell or member thereof, and the reverſion and reverſions, remainder and remainders, rents and ſervices of all and ſingular the aforeſaid premiſſes, and every part and parcell thereof, To have and to hold the ſaid meſſuage or tenement, lands, meddows, leaſoes, feedings, paſtures, rents, reverſions, ſervices and hereditaments, and all and ſingular other the premiſſes with their and every of their appurtenances, unto the ſaid I. P. C. P. and G. C. their heirs and aſſigns for ever,

ver, to this end, meaning, intent, conſtruction and purpoſe, that they, &c. and their heirs, and the heirs of the ſurvivors and ſurvivor of them, ſhall from henceforth ſtand and be ſeized of the ſaid meſſuage, and all and ſingular other the above mentioned premiſſes, and of every part and parcel thereof, to the uſes, intents and purpoſes, hereafter in theſe preſents limited and declared, and to none other uſe, intent or purpoſe whatſoever, (that is to ſay) to the uſe and behoof of the ſaid R. C. for and during his natural life, ſo as and upon condition that he the ſaid R. C. ſhall from time to time during his natural life, pay or cauſe to be paid unto the ſaid A. and *Alice* his wife, and the longeſt liver of them, the ſumme of 20l. by the year, at the two moſt uſual Feaſts in the year, that is to ſay, the Feaſt of, &c. by even portions to be paid, during the ſaid term, or within fourteen dayes next after every of the ſaid Feaſt-days, & the firſt payment to be had and made upon the Feaſt day of, &c. next, &c. and the ſame payments to be yearly had and made in manner and form aforeſaid, at or within the now dwelling-houſe of the ſaid A. ſituate, &c. and alſo upon condition that he the ſaid R. C. ſhall from time to time during his naturall life, find, give and provide unto the ſaid A. and the ſaid *Alice* his wife, and to all ſuch children as ſhall between them be begotten, competent, ſufficient & convenient meat, drink, houſe-room, and lodging, within his ſaid manſion-houſe, and after the deceaſe of the ſaid R. C. the ſaid Parties above mentioned, and the heirs of the longeſt liver of them, ſhall ſtand and be ſeized of all and ſingular the ſaid premiſſes, with their and every of their appurtenances, to the uſe and behoof of the ſaid A. and of the ſaid *Alice* his wife, and of the heirs of their two bodies between them lawfully begotten, and to be begotten;

and

and for default of ſuch iſſue, to the uſe and behoof of R.C. one other of the ſonnes of the ſaid R. C. and of the heirs males of his body lawfully to be begotten, and for default of ſuch iſſue, to the uſe & behoof of W.G. one other of the ſonnes of the ſaid R. C. and the heirs males of his body lawfully to be begotten, and for default of ſuch iſſue, to the uſe of the ſaid R. C. and of his heirs and aſſigns for ever.

R.C. covenanteth, that he is lawfully ſeized, hath power to grant, that the premiſſes ſhall remain free from incumbrances, *prout* uſuall,

A ſettlement by fine and recovery of ſeverall Manors, Lordſhips, &c. for the raiſing of moneys, for payment of debts and childrens portions, as alſo for entailing thereof, under ſeverall proviſions and legacies.

THis Indenture tripartite, &c. between the Right Honourable *Edward* Lord *Herbert*, and *Richard Herbert* Eſquire, ſonne and heir apparent of Dame *Mary*, late wife of the ſaid *Edward* Lord *Herbert*, and ſole daughter of Sir *William Herbert* of St. *Julian* in the County of *Monmouth* Knight, deceaſed, of the firſt part, the Right Honourable *John* Earl of *Bridgewater*, and *Edward Herbert* of the Inner-Temple *London* Eſquire, of the ſecond part, and *Moſes Loyd* of, &c. and *Henry Githens* of, &c. of the third part, witneſſeth, that whereas the ſaid *Edward* Lord *Herb.* or ſome in truſt for him, is or are ſeized in his or their demeaſn, as of fee, of ſome part of the lands, tenements and hereditaments hereafter mentioned, and is alſo ſeized for term of his life, as tenant by the courteſie of *England*, of the mannors, meſſuages, lands, tenements and hereditaments hereafter ſpecified, the reverſion thereof in fee-

fee-simple; being descended by and after the decease of the said *Mary* unto the said R. *Herbert*: now to the end, that the mannors, Lordships, messuages, lands, tenements and other hereditaments hereafter mentioned and expressed, may be established, vested and setled unto the said *Edward* Lord *Herbert*, during his naturall life; and after his decease upon the said *R. Herbert*, and upon his name, stock and posterity, and to such other uses, intents and purposes, as are hereby appointed, it is covevanted, promised, granted, condescended, concluded and agreed, by and between the said parties to these presents, & the said *Edward* Lord *Herbert*, and R. *Herbert*, do for themselves, their heirs, executors, administrators and assigns, covenant, promise, grant, condescend and agree to and with the said *John* Earl of *Bridgewater*, and *E.* H. their heirs, executors, administrators and assigns, and to and with every of them by these presents, that they the said E. Lord H. and R. H. shall and will on this side, and before the end of *Michaelmasse* term next ensuing and coming after the date of these presents, in due form of law, and at the equall costs and charges in the law of the said *Ed.* Lord *Herbert*; and *Richard Herbert*, levy and acknowledge to the sayd *Moses Loyd* and *Humphry Githens*, and the heirs of the said *Moses*, one or more fine or fines *sur connuzance de droit come ceo, &c.* with proclamations thereupon to be had and made, according to the form of the statutes in that behalf made and provided, of all that capitall messuage or mannor-house of St. *Julians*, with the rights, members and appurtenances thereof, and of all and singular the mannors, Lordships, messuages, lands, tenements and hereditaments whatsoever, of them the said *Edward* Lord *Herbert* and *Richard Herbert*, or either of them;

where-

whereof they the ſaid *Edw.* Lord H. and *Rich.* H. or either of them are or do ſtand ſeized of any eſtate of inheritance, within the Kingdome of *Ireland*, by ſuch name or names, quantities, qualities, contents and numbers of acres and things, in ſuch manner and form as by the ſaid E. L. H. and R. H. or either of them ſhall be reaſonably deviſed, or adviſed and required, in and by which fine or fines ſo as aforeſaid, or to any other ſort to be levyed and acknowledged, the ſaid B. L. H. and R. H. ſhall acknowledge the ſaid mannors, Lordſhips, meſſuages, lands, tenements, hereditaments, and all and ſingular other the premiſſes, with their and every of their appurtenances, to be comprized in every ſuch fine, to be the right of the ſaid *Moſes Loyd*, as thoſe which the ſaid *Moſes Loyd* and *Humph. Gibbens* have, of the gift of the ſaid E. L. H. and R. H. the which ſaid fine or fines ſo as aforeſaid, or in any other ſort to be levied and acknowledged, ſhall be and enure, and ſhall be deemed, adjudged, eſteemed, reputed and taken, to be and enure, to the uſe and behoof of the ſaid M. L. L. and H. G. and their heirs to the intent and purpoſe, that they the ſaid M. L. L. and H. G. may become perfect tenants of the freehold of the ſaid mannors, meſſuages, lands, tenements, hereditaments and premiſſes, with their appurtenances, whereby one or more perfect common recovery or recoveries, ſhall or may thereof be had and ſuffered, in manner and form hereafter following, for which intent and purpoſe, it is hereby further covenanted and agreed, by and between the ſaid Parties to theſe preſents, that it ſhall and may be lawfull to and for the ſaid *John E.* of B. and E. H. to bring, purſue and proſecute againſt them the ſaid M. L. L. and H. G. one or more writs of entry *ſur diſſeiſin en le poſt*, of and for the ſaid mannors, Lordſhips, meſ-

ſuages,

ſuages, lands, tenements, rents, hereditaments, and all and ſingular other the premiſſes, with their and every of their appurtenances, by ſuch name or names, quantities, qualities, contents and numbers of acres and things, in ſuch ſort, manner and form, as by the ſaid E.L.H. and R.H. or their, or either of their counſell learned in the law, ſhall be reaſonably deviſed, adviſed and required, the which ſaid writ or writs of entry *ſur diſſeiſin en le poſt*, ſo as aforeſaid, or in any other ſort to be had or brought, ſhall be returnable in ſuch Courts, and before ſuch Judges or Juſtices, as the ſaid E.L.H. and *R.H.* or the ſurvivor of them, his or their counſell learned in the law ſhall adviſe or think fit, before the end of *Michaelmas* term next enſuing after the date of theſe preſents, and the ſaid M. L.L. and H. G. ſhall thereunto appear *Gratis*, and vouch over to warranty the common vouchee, who ſhal alſo appear, and after imparlance had, ſhall make default, and depart in contempt of the ſaid Court, whereby one or more perfect common recovery or recoveries ſhall or may be had or ſuffered againſt them the ſaid M. L. L. and H. G. of and for the ſaid mannors, Lordſhips, meſſuages, lands, tenements, hereditaments and premiſſes, with their appurtenances, according to the uſuall courſe of common recoveries in ſuch caſes uſed and accuſtomed, for aſſuring of lands and tenements, the which ſaid common recovery or recoveries ſo as aforeſaid, or in any other manner to be had and ſuffered, and all other common recoveries, fines, ſeoffments, conveyances and aſſurances in the law whatſoever, ſince the death of the ſaid Lady M. H. wife of the ſaid *Edw.* L. *Herbert*, had, made, levied, ſuffered, acknowledged or executed, or at any time hereafter to be made, levied, ſuffered, acknowledged or executed, by or between the ſaid parties to theſe preſents, or any of them, or whereunto they

they or any of them ſhall be parties, of or concerning the ſaid mannors, meſſuages, lands, tenements, hereditaments or premiſſes, or any of them, of any part or parcell of them or any of them, ſhall be and enure, and ſhall be adjudged, deemed, eſteemed, reputed and taken to be and enure, to the uſes, behooſs, intents and purpoſes, and with, upon and under ſuch proviſoes, conditions, powers, and limitations, as are hereafter in and by theſe preſents mentioned, declared, limited and appointed (that is to ſay) as for and concerning all and ſingular the ſaid meſſuages, farms, lands, tenements and hereditaments in *Tintern* in the ſaid County of *Monmouth*, &c. to the uſe and behoof the ſaid *Rich.* H. his heirs and aſſigns for ever, and as for and concerning all and every other the mannors, meſſuages, lands, tenements, meddows, leaſows, paſtures, feedings, commons, woods, underwoods, rents, ſervices and hereditaments whatſoever of them the ſaid *Ed. L. H.* and *R. H.* or either of them, with their and every of their appurtenances in the ſaid County of *Monmouth*, to the uſe and behoof of the ſaid *Rich.* H. for and during the term of his naturall life, without impeachment of or for any manner of waſte, and with full power to do or commit waſte, and after the deceaſe of him the ſaid R. H. to the uſe and behoof of the ſaid E. L. H. for and during the term of his naturall life, and after the deceaſe of the ſaid E. L. H. to the uſe and behoof of *Edw. H.* eldeſt ſonne of the ſaid *Rich. H.* and of the heirs males of his body lawfully to be begotten, and for default of ſuch iſſue to the uſe and behoof of *John* H. ſecond ſonne of the ſaid *Rich.* and of the heirs males of his body lawfully to be begotten, and for default of ſuch iſſue, to the uſe and behoof of *Rich. H.* third ſonne of the ſaid *R.* H. Party

to theſe preſents, and of the heirs males of the body of *Richard Herbert* ſonne of the ſaid R. H. Party to theſe preſents, lawfully to be begotten, and for default of ſuch iſſue, to the uſe and behoof of the fourth ſon of the body of the ſaid *Richard Herbert* Party to theſe preſents, on the body of the Lady *Mary Herbert* his wife, daughter of the ſaid *Jo. E.* of B. begotten or to be begotten, and of the heirs males of the body of ſuch fourth ſon lawfully to be begotten, and for default of ſuch iſſue, to the uſe and behoof of the fifth ſonne of the body of the ſaid *Richard Herbert* Party to theſe preſents, on the body of the ſaid Lady M. *Herbert* his wife begotten or to be begotten, and of the heirs males of the body of ſuch fifth ſon lawfully to be begotten, and ſo the ſixth, ſeventh, eighth, nineth and tenth, & for default of ſuch iſſue, to the uſe and behoof of all and every other ſon and ſonnes of the body of the ſaid *Rich. H.* Party to theſe preſents, to be begotten ſucceſſively one after another, as they and every of them ſhall be in ſeniority of age, and priority of birth, the eldeſt of the ſaid ſonnes, and the heirs males of his body, being ever preferred before the younger of the ſaid ſonnes, and the heirs males of his body, and for default of ſuch iſſue, to the uſe and behoof of *Edward Herbert*, ſecond ſonne of the ſaid *Edward* Lord *Herbert*, and of the heirs males of his body lawfully begotten or to be begotten, and for default of ſuch iſſue, to the uſe and behoof of the heirs males of the body of *Rich. Herb.* Eſquire, deceaſed, father of the ſaid *Edw.* Lord *Herb.* lawfully begotten, and for default of ſuch iſſue, to the uſe and behoof of the heirs males of the body of *Edward Herbert*, grandfather to the ſaid *Edward* Lord *Herbert*, and for default of ſuch iſſue, to the uſe and behoof of the right heirs of him the ſaid *Richard Herbert*, ſonne of the ſaid

Edward Lord *Herbert* for ever. And as for and concerning the mannors, Lordſhips, meſſuages, mills, lands, tenements, orchards, gardens, toſts, croſts, meddows, leaſows, paſtures, feedings, woods, underwoods, rents and hereditaments whatſoever of the ſaid *Edw.* Lord H. and *Richard Herbert* his ſonne, or either of them, with their and every of their appurtenances in the ſaid County of *Angleſey*, to the uſe and behoof of the ſaid *Jo.* Earl of *Bridgewater*, and E. H. Party to theſe preſents, and of their heirs and aſſigns for ever, upon truſt and confidence neverthleſſe, and to the end, intent and purpoſe, that they the ſaid *John* Earl of *Bridgwater*, and E. H. Party to theſe preſents, and the ſurvivor of them, and his heirs, ſhall and will at his and their free will and pleaſure, ſell, convey and aſſure the ſaid mannors, lands and premiſſes in the ſaid County of *Angleſey*, and every part thereof, for the beſt benefit, profit and advantage, which ſhall or may be (*bona fide*) had or gotten for the ſame, and that the money to be raiſed by every or any ſuch ſale, and as every ſuch ſale ſhall be made, ſhall be forthwith paid and diſpoſed of as followeth, that is to ſay, out of the money that ſhall be raiſed by ſale of ſuch of the premiſſes in the ſaid County of *Angleſey*, as were the lands of Dame *H.* late of, &c. there ſhall be forthwith, and in the firſt place ſo much money paid to the ſaid *Ed.* Lord H. his Executors or adminiſtrators, as according to the true yearly value of thoſe lands ſhall come to five years and an halfe purchaſe, and the reſidue of the moneys that ſhall be raiſed by the ſale of the ſame lands, which were the lands of Dame H. late of, &c. ſhall be diſpoſed of, for and towards the payment of the debts of the ſaid *R.* H. Party to theſe preſents, and ſummes of money mentioned in the Schedule hereto an-

annexed, as the ſaid Jo. Earl of B. and *Rich.* H. Party to theſe preſents, or the Survivors of them, ſhall think fit, and of the money that ſhall be raiſed by the ſale of the reſidue of the ſaid mannors, lands & premiſſes in the ſaid County of *Angleſey*, there ſhall forthwith and in the firſt place, ſo much paid to the ſaid *Ed.* L. H. his executors or adminiſtrators, as according to the yearly value of the ſame mannors, &c. ſhall come to ſixteen years purchaſe, and if thoſe mannors and lands ſhall be ſold for more than for 16. years purchaſe, then the one moiety of ſuch ſurpluſage (if any ſhall be) ſhall be forthwith and in the firſt place paid to the ſaid *Ed.* Lord H. his executors or adminiſtrators, and the other moiety thereof ſhall be diſpoſed of, for and towards the payment of ſuch of the debts of the ſaid R. H. Party to theſe preſents, and ſummes of money mentioned in the ſaid Schedule, as the ſaid *John* Earl of B. and *Ed.* H. Party to theſe preſents, or the Survivor of them ſhall think fit, and the over-plus thereof, (if any ſhall be) ſhall be paid to the ſaid *Rich.* H. or to ſuch other perſon or perſons as he the ſaid *Rich.* H. Party to theſe preſents, by any writing under his hand and ſeal, ſhall direct, nominate and appoint, to be diſpoſed of in the buying of land, to be eſtated in the ſame manner, as the lands in the ſaid C. of *Carnarvan*, are by theſe preſents limited, and for want of ſuch direction, nomination or appointment, to the executors or adminiſtrators of the ſaid *Rich.* H. Party to theſe preſents, the further truſt, intent and meaning of theſe preſents, and the Parties hereunto, being, that the ſaid *Edw.* Lord H. his Executors, Adminiſtrators or aſſigns, ſhall or may have, receive and take, to his and their own proper uſe, all and ſingular the rents, iſſues, revenues and profits, of the ſaid mannors, lands and premiſſes hereby limited and

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intended to be ſold, until ſale ſhall be thereof made as followeth. Provided alwayes, and it is hereby declared and agreed, by and between all and every the ſaid Parties to theſe preſents, and the true intent and meaning of them and of theſe preſents, is, that it ſhall and may be lawfull, to and for the ſaid E. L. H. (paying to Sir *Richard Eaton* of *Newport* in the County of *Salop* Knight, his executors and adminiſtrators, to be diſpoſed according to the truſt hereafter mentioned, the ſumme of 1000 l. of good and lawfull money, or ſuch leſſe ſumme of money, as the ſaid I. Earl of *Bridgewat.* and *Edw* H Party to theſe preſents, or the ſurvivor of them ſhall think fit and appoint) at any time or times, during the term of his natural life, by Indenture, or by any deed or deeds, writing or writings, to be by him the ſaid E. Lord *H.* ſealed and ſubſcribed in the preſence of two or more credible witneſſes, to declare, limit and appoint, all or any the ſaid mannors, meſſuages, lands, tenements, rents, hereditaments and premiſſes, with their appurtenances in the ſaid County of *Monmouth* (the ſaid capital meſſuage, called by the name of St. *Julians*, and the lands late in the tenure or occupation of I. M. Eſquire, and the lands and tenements, whereof the uſe is herein before limited to the ſaid R. H. Party to theſe preſents, or the Survivor of them in poſſeſſion alway excepted, and reſerved) to and for the jointure of any wife or wives, which he the ſaid E. Lord H. ſhall hereafter happen to marry, for and during the natural life and lives of ſuch wife and wives, or for any number or term of years determinable, upon her or their life or lives, the ſame to take effect after the death of the ſaid E. Lord H. and that then and ſo often and from thenceforth the ſaid Recovery or Recoveries ſhall be and enure, and the Re-

coverer and Recoverers therein named, his and their heirs ſhall ſtand and be ſeized of and in the ſaid mannors, meſſuages, lands, tenements and hereditaments in the ſaid County of Mon. with their rights, members and appurtenances, or of and in ſo much or ſuch part thereof, of, for and concerning the which ſuch Indenture, deed or writing ſhall be made by the ſaid E. Lord H. as aforeſaid, for the jointure of any ſuch wife or wives, or number of years determinable, upon her or their life or lives, as aforeſaid, according to the true intent and meaning of the ſame Indenture, deeds and writings, and of theſe preſents. And it is hereby declared and agreed by and between the ſaid Parties hereunto, that the ſaid ſumme of 1000 l. herein before mentioned, or ſuch leſſe ſumme as aforeſaid, to be paid by the ſaid E. Lord H. to the ſaid R. E. as aforeſaid, ſhall go and be imployed upon the truſt herein after following (viz.) in caſe the debts and ſummes of money mentioned in the Schedule hereunto annexed, be not then paid, then the ſame or ſo much thereof, as ſhall be ſufficient to pay and ſatisfie ſuch of the ſaid debts or ſummes of money, mentioned in the ſaid Schedule hereunto annexed, as the ſaid J. Earl of *Bridgewater*, and E. H. Party to theſe preſents, or the ſurvivor of them, and his heirs, ſhall think fit, ſhall be diſburſed and imployed to that purpoſe, and after the ſaid debts and ſummes of money, or ſuch of them as the ſaid J. Earl of *Bridgewater*, and E. H. ſhall think fit, ſhall be paid or ſatisfied, then the ſurpluſage (if any be) of the ſaid one thouſand pounds, or ſuch leſſe ſum as aforeſaid, ſhall be diſpoſed and imployed, for the purchaſing and buying of lands, tenements & hereditaments, to be ſettled on the ſaid E. H. party to theſe preſents, for and during the term of his natural life,

and

and after his deceaſe to the uſe and behoof of ſuch perſon or perſons, and in ſuch manner and form, as the ſaid lands, tenements and hereditaments in the County of *Monmouth* herein before limitted, to the ſaid *Rich.* H. Party to theſe preſents, for his life, with remainders over, are limited, eſtated and ſetled. Provided alwayes, and it is covenanted, granted, condeſcended, concluded and agreed, by and between all the ſaid Parties to theſe preſents, and the true intent and meaning of them and every of them, and of theſe preſents is, that if the ſaid Richard Herbert Party to theſe preſents, or ſome other perſon or perſons to whom any eſtate is hereby limited or intended to be limited, of and in the ſaid mannors, lands, tenements and hereditaments, within the kingdome of Ireland, or any of them, their or ſome of their heirs or aſſigns, or ſome of them, ſhall not within two years next after the deceaſe of the ſaid *Edw.* Lord H. well and truly pay or cauſe to be paid to the ſaid *Edw. Herbert*, ſonne of the ſaid Lord H. (if he the ſaid Edward Herbert, ſonne of the ſaid Edward Lord Herbert, ſhall ſo long live,) the ſumme of 2000.l. of, &c. that then and immediately after ſuch default of payment, all and every uſe and uſes herein before limited and declared, as for and concerning all and every the mannors, lands, tenements and hereditaments, within the Kingdom of Ireland, ſhall ceaſe and be void, and then alſo and from henceforth the ſaid recovery and recoveries, ſo as aforeſaid, or in any other ſort to be had and ſuffered, and the Recoverer and Recoverers therein named, his and their heirs, ſhall ſtand and be ſeized of and in all and ſingular the mannors, lands, tenements and hereditaments, with their appurtenances within the ſaid Kingdome of Ireland, to the uſe and behoof of the ſaid Edward Herbert, ſonne of the ſaid

Edward Lord Herbert, his heirs and assignes, untill he or they shall and may, out of the rents, issues and profits thereof, have fully levied and received the said summe of 2000 l. together with consideration after the rate of 8 l. *per centum per annum* for the forbearance thereof, from the end of the said two years next ensuing the death of the said Edward Lord Herbert, and all dammages, costs and charges, which he the said Edward Herbert, son of the said Edward Lord Herbert, his heirs, executors or administrators, shall sustain or be put unto, in or about the recovery of the said premisses, or of the said summe of 2000 l. or any part thereof, or in or about any sute concerning the same: Provided also, and it is covenanted, granted, condescended, concluded and agreed, by and between the said Parties to these presents, and the true intent and meaning of them, and of every of them, and of these presents, is, that it shall and may be lawfull to and for the said Richard Herbert, Party to these presents, by Indenture, or by any deed or deeds, writing or writings, indented or poll, to be by him the said Richard Herbert Party to these presents, sealed and subscribed in the presence of two or more credible witnesses, to declare, limit or appoint all or any of the said mannors, Lordships, messuages, lands, tenements, hereditaments and premisses, in the Kingdome of Ireland, to and for the jointure of any wife or wives, which he the said Richard Herbert shall hereafter happen to marry, or take to wife, for and during the natural life or lives of such wife or wives, or for any number or term of years determinable, upon her or their life or lives, the same to take effect upon the decease of the said Edward Lord Herbert, & Richard Herbert, and the survivor of them, to be subject to the use herein before limited to the said Edward Herbert, sonne of the said Edward Lord Herbert

bert, and his heirs in the manner aforesaid, and then and from henceforth the said recovery and recoveries shall be and enure, and the Recoverer and Recoverers therein named, his and their heirs, shall stand and be seized, of and in the said mannors, Lordships, messuages, lands, tenements, hereditaments and premisses in the Kingdome of Ireland, with the rights, members and appurtenances thereof, or of or in so much or such part thereof, for or concerning which, such Indenture, deed or writing, shall be made by the said Richard Herbert as aforesaid, for the life of any such wife or wives, or number of years determinable upon her or their life or lives aforesaid, according to the true intent or meaning of the said Indenture, deeds or writings, and of these presents, subject nevertheless to the said use herein before limited to the said Edward Herbert, sonne of the said Edward Lord Herbert, his heirs and assignes in manner aforesaid: Provided also, and it is nevertheless covenanted, concluded, condescended and agreed, by and betwen the said Parties to these presents, that it shall and may be lawful to and for the said Richard Herbert, Party to these presents, at all or any time or times hereafter, during his natural life, being then actually seized of the immediate estate of free-hold in possession, of or in the said mannors, lands, tenements, hereditaments and premisses, or any of them, by vertue or means of the said Recoveries or any of them, and of these presents, or of any the limitations of uses herein limited, to demise or to farm-let by Indenture or Indentures, such or so much of the said mannors, lands, tenements, hereditaments and premisses, whereof he shall be then so seized in possession of such estate as aforesaid, or any part thereof chargeable and charged, nevertheless with the liberties and powers herein contained, and

with

with the terms and eſtates thereof, thereby, or in purſuance thereof made or raiſed unto any perſon or perſons whatſoever in poſſeſſion, for any number of years, not exceeding the number of twenty own years from the making thereof in poſſeſſion, or for the term of three lives, or for any fewer number of years or lives, or for any number of years determinable on three lives, or any fewer number of lives in poſſeſſion, ſo as upon every ſuch demiſe, leaſe or grant ſo to be made as aforeſaid, there be reſerved reſpectively ſuch rents and ſervices, as at any time within the ſpace of ſeven years laſt paſt, before the date of theſe preſents, have been reſerved for the ſame, or more or greater rent payable for the ſame, during the continuance of every ſuch ſeveral or reſpective demiſe or leaſe, ſo to be made as aforeſaid, to ſuch perſon or perſons, as by force of theſe preſents, ſhall or ought to have the immediate reverſion or remainder thereof, and that immediatly from and after every or any ſuch time, as any ſuch ſeveral and reſpective demiſe, leaſe or grant ſhall be made as aforeſaid, the recovery and recoveries, and every of them ſhall be and enure, and ſhall be taken to be & enure, and the ſaid Recoverer and Recoverers in the ſaid Recovery named, and every of them, their and every of their heirs, and all and every other perſon or perſons, which at any time hereafter ſhall be ſeized of ſuch parts and parcels of the premiſſes, as ſhall be demiſed or leaſed as aforeſaid, ſhall ſtand and be ſeized thereof, and of every part thereof, to the uſe and behoof of ſuch ſeveral & reſpective perſon and perſons, to whom any ſuch demiſe or leaſe ſhall be ſo made as aforeſaid, their ſeveral and reſpective executors, adminiſtrators and aſſignes, to ſuch ſeveral and reſpective eſtate and eſtates, term and terms, and in ſuch manner and form, as in ſuch ſeverall and reſpect-

ſpective demiſes or leaſes to be made as aforeſaid, ſhall be mentioned or expreſſed, ſubject to the rents, covenants, conditions, proviſoes, and agreements, as therein ſhall be ſeverally and reſpectively contained and expreſſed, and of the reverſion and reverſions, remainder and remainders thereof, to the uſe of ſuch perſon or perſons, as by force of theſe preſents ſhall or ought to have the immediate reverſions or remainders thereof, any thing, &c. Provided alwayes, and it is, &c. and the true intent, &c. is, that it ſhall and may be lawful, to and for the ſaid *Richard Herbert* Party to theſe preſents, at any time or times after the deceaſe of the ſaid *Edward* Lord *Herbert*, during his natural life, by Indenture, deed or writing, to be by him the ſaid *Richard Herbert* Party to theſe preſents, ſealed & ſubſcribed in the preſence of two or more credible witneſſes, to make any leaſe or leaſes, demiſes or grants, of all or any part of the ſaid mannors, lands, tenements and premiſſes, with their appurtenances, as well thoſe within this Realm of *England*, and the principalitie of *Wales*, as thoſe within the ſaid Kingdom of *Ireland*, (except ſuch of the mannors, lands, tenements and premiſſes in the ſaid County of *Monmouth*, as ſhall be limited to or for the jointure of ſuch wife or wives as the ſaid *Edward* Lord *Herbert* ſhall hereafter marry, for and during the life or lives of ſuch wife or wives, only) for the term of twenty one years, or under, or for one, two three or more lives, or for any number or term of years determinable, upon one, two, three or more lives in poſſeſſion or reverſion or otherwiſe, with reſervation of rent, or without reſervation of rent, at his and their will & pleaſure, unto any perſon or perſons, ſubject nevertheleſs to the uſe herein before limited, to the ſaid *Edward Herbert*, ſonne of the ſaid *Edward* Lord *Herbert*, his heires and aſſignes in manner aforeſaid

foreſaid, upon truſt for the raiſing of the ſeveral portions herein after mentioned, for ſuch daughter and daughters, the ſaid R. H. ſonne of the ſaid E. Lord H. ſhall happen to have, and not otherwiſe provided, (that is to ſay) if one daughter only, then for the raiſing of 3000 l. for that daughter, if more than one daughter, then for the raiſing of 2000 l. apiece for each and every one of the ſaid daughters, and that all and every ſuch leaſe or leaſes, demiſes or grants ſo to be made as aforeſaid, ſhall ſtand and be good and effectual in the law, to all intents and purpoſes, and that the ſaid Recovery and Recoveries ſo as aforeſaid, or in any other ſort to be had and ſuffered, and the Recoverer and Recoverers therein named, his and their heirs, ſhall ſtand and be ſeized of and in ſuch part, and ſo much of the manors, meſſuages, lands and premiſſes, with the appurtenances, as ſhall be ſo demiſed or leaſed as aforeſaid, and every part thereof, (except as is before excepted) to the uſe of ſuch perſon and perſons, his and their executors, adminiſtrators and aſſigns, to whom ſuch demiſes, leaſes or grants ſhall be ſo made as aforeſaid, for and during ſuch leaſes, eſtates and terms as ſhall be ſo demiſed and granted as aforeſaid, ſubject nevertheleſſe to the ſaid uſe herein before limited to the ſaid E. H. ſonne of the ſaid E. Lord H. his heirs and aſſignes, in manner aforeſaid: Provided alſo, and it is, &c. and the true intent, &c. that it ſhall and may be lawful to and for the ſaid R. H. Party to theſe preſents, from time to time, and at all times during his natural life, by any his deed or deeds, writing or writings, indented or poll, to be by him the ſaid R. H. Party to theſe preſents, ſigned, ſealed, and delivered in the preſence of two or more credible witneſſes, to revoke, annihilate, fruſtrate and make void all or any of the

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uſe or uſes, eſtate or eſtates, or limitation herein before limited, declared and appointed, of, for or concerning any three plough lands of the premiſſes, in the Kingdome of Ireland, not exceeding in the whole the clear yearly value of 150 l. *per annum*, over and above all charges & reprizes, other than the uſe herein before limited to the ſaid Edward Herbert, ſon of the ſaid Edward Lord Herbert, and his heirs in the manner aforeſaid, and other than the uſe herein before limited to the ſaid Edward Lord Herbert for his life, and that then and from thenceforth, the uſe and uſes, eſtate and eſtates, and limitations, herein before declared, limited or appointed, of, for or concerning ſuch of the laſt mentioned premiſſes, for or concerning which any ſuch nomination ſhall be ſo had or made, other than the uſes herein before limited to the ſaid Edward Lord Herbert, and Edward ſonne of the ſaid Edward Lord Herbert, and his heirs in the manner aforeſaid, ſhall ceaſe, determine, and be utterly revoked, fruſtrate and made void: and then alſo it ſhall and may be lawful, to and for the ſaid Richard Herbert Party to theſe preſents, by the ſame deed or deeds, or by any other deed or deeds, to be ſigned, ſealed and delivered by him the ſaid Richard Herbert, as aforeſaid, to declare, limit or appoint, any other new uſe or uſes, eſtate or eſtates whatſoever, of the ſaid premiſſes, of, for or concerning which any ſuch revocation ſhall be ſo made, or any part or pareel thereof, unto any perſon or perſons whatſoever, ſubject nevertheleſſe to the ſaid uſe herein before limited, to the ſaid Edward Herbert, ſonne of the ſaid Edward Lord Herbert and his heirs in the manner aforeſaid, any thing in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding, and that then alſo and from thenceforth the ſaid recovery & recoveries, as to ſuch of the premiſſes, concerning which any ſuch revocation

cation new and declaration ſhall be ſo made, to ſuch uſes, intents and purpoſes, as the ſaid *Rich.* H. Party to theſe preſents, by any ſuch deed, or deeds, as aforeſaid, ſhall declare, limit or appoint. Provided alſo, and it is, &c. that if the ſaid *Edw.* Lord H. and *Rich.* his ſonne, ſhall both of them be minded to make ſale of the mannors, lands, tenements and hereditaments within the County of *Monmouth*, or any of them (other than ſuch as herein are before limitted, to the ſaid uſe of the ſaid *Rich.* H. Party to theſe preſents, and his heirs in poſſeſſion) which ſale is not meant or intended by any of the Parties to theſe preſents to be made, but for raiſing of money to be imployed and beſtowed upon the purchaſe of ſome other lands of as good value, or in ſome other place or places, to be ſetled and eſtated, to the ſame uſes and eſtates, & with the ſame powers and proviſoes, and in the ſort and manner as thoſe lands ſo to be ſold, are hereby limitted and mentioned to be ſetled and eſtated, and being both ſo minded, ſhall at any time during their joint lives, by any deed or deeds, writing or writings, to be by him the ſaid E. Lord H. and *Richard* H. his Sonne Party to theſe preſents, ſealed and ſubſcribed in the preſence of two, &c. declare and publiſh their mind, intent and meaning to be, to revoke, alter and fruſtrate the ſaid uſes and eſtate, before in theſe preſents mentioned, declared, limited or appointed, or any of them, or for or concerning the ſaid laſt mentioned mannors and premiſſes, or any of them, or any part or parcell thereof, or any of them, that then from and after ſuch declaration or publication, ſo to be made as aforeſaid, the ſame uſe and uſes, eſtate and eſtates, in and by theſe preſents limited, expreſſed, declared or appointed, of, for, or concerning the which any ſuch declaration or limitation ſhall be made as afore-

aforeſaid, ſhall ceaſe and become utterly void, fruſtrat and of none effect, to all intents and conſtructions and purpoſes whatſoever, and that then and from thence-forth the ſaid recovery and recoveries ſo as aforeſaid, or in any other ſort to be had and ſuffered, ſhall be & enure, and the Recoverer and Recoverers therein named, his and their heirs ſhall ſtand and be ſeized of and in the ſaid mannors, lands and premiſſes laſt mentioned, or ſo much or ſuch part thereof, concerning which any ſuch declaration or publication ſhall be made as aforeſaid, to ſuch uſes, intents, truſts and purpoſes as the ſaid E. Lord H. and R. Party to theſe preſents, by any deed or deeds, &c. ſealed and ſubſcribed in the preſence of two, &c. ſhall declare, limit or appoint. And it is further, &c. for the conſiderations aforeſaid; that in caſe any of the ſaid mannors, intended to be comprized in the ſaid fine or fines, recovery or recoveries, ſhall be omitted or left out, and not be comprized in the ſaid fine or fines, recovery or recoveries, or in caſe there ſhall happen to be any defect in the aſſurance of the premiſſes, or any of them, according to the true, &c. that they the ſaid E. Lord H. and R. H Party to theſe preſents, their heirs and aſſignes, and all and every other perſon or perſons, which now are or hereafter ſhall be ſeized of, and in ſuch of the ſaid mannors, &c. as ſhall be ſo omitted or left out, and not to be comprized as aforeſaid, or whereof ſuch fine or fines, recovery or recoveries ſhall not be levied and had, or whereof the aſſurance hereby intended to be made, ſhall be any way defective, ſhall ſtand and be ſeized therof, & every part and parcel thereof, with their and every of their appurtenances, and the reverſions thereof, to and for the ſeveral and reſpective eſtate and eſtates thereof, herein before ſeverally and reſpectively limited unto

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them, or any of them, as aforesaid, under the several provisoes herein before mentioned, and to none other uses, intents and purposes, In witnesse, &c.

I. W. *being seized of a Mannor, and other lands, (conceiving he should dye without issue, and intending to settle the same to good uses,) by deed, granteth and conveyeth the same to* A. B. C. *&c. in trust to the use of himself for life, and after of* Rachel *his wife for life, the Remainder to the heirs of his body, and in default of such heirs to grant the same, as he should by Will or other writing, limit or appoint, &c. with severall Provisoes, &c.*

THis Indenture made, &c. between I. W of, &c. of the one part, and A. B. C. D. &c. of the other part witnesseth, that the said I. W. for, and in consideration of the better confirmation and strengthning of a jointure already made and granted to R. his now wife, and for her better maintenance and livelyhood in time to come, and for the naturall love and affection which the said I. W. beareth to the heirs of his body, begotten and to be begotten, and for setling and establishing of the inheritance of the lands and tenements hereafter mentioned, to and in the said A. B. C. D, &c. and their heirs, to the uses, intents and purposes hereafter specified: Hath given, granted, enfeoffed and confirmed, and by, &c. unto the said A. B. C. D. &c. their heirs and assigns for ever, all that the mannors, capitall messuage, and farm of B. in, &c. with the rights, members, and appurtenances thereof; and all that the advouson, patronage and gift of the parish-Church of B. and all and all manner of houses, edifices, dove houses, &c. and all those thirteen messuages or tenements, &c. and all shop's

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ſellers, ſollers, &c. and all other the meſſuages, lands, tenements, reverſions, ſervices and hereditaments whatſoever, which he the ſaid I. W. ſtandeth ſeized of, any eſtate of inheritance, within the Counties of, &c. aforeſaid, or elſewhere within the Common-wealth of *England*; and the reverſion and reverſions, remainder and remainders of all and ſingular the ſaid premiſſes, and all rents and yearly profits reſerved, due or payable by or upon any demiſe, leaſe or grant, demiſes, leaſes or grants made of the ſaid premiſſes, or any part thereof, and all the eſtate, right, title, intereſt, claim and demand whatſoever, of him the ſaid I. W. of, in and to the ſaid premiſſes, and every or any part or parcell thereof, and alſo all ſuch deeds, charters, &c. to have and to hold the ſaid mannor, meſſuages, farms, tenements, and rectory, and all and ſingular other the premiſſes before by theſe preſents granted or mentioned, meant or intended to be granted, with their and every of their appurtenances, unto the ſaid A. B. C. D. &c. their heirs and aſſigns for ever, to the uſes, intents and purpoſes hereafter in theſe preſents limited, expreſſed & declared, & to none other uſe, intent or purpoſe (that is to ſay) as for, touching and concerning the ſaid Mannor, capitall meſſuage and farm of *Burnet*, and all lands, medows, paſtures, &c. And the ſaid rectory and Parſonage of *Chuton*, alias *Chewton*, with the rights, members and appurtenances thereof, and all and all manner of tithes of corn, hay and wooll, and all obligations, obventions, profits, commodities and hereditaments whatſoever, coming, growing, yearly renewing, or happening in *Chewton* aforeſaid or elſewhere, to the ſaid rectory or parſonage belonging, or in any wiſe appertaining, and the ſaid meſſuage or tenement, &c. and the ſaid three meſſuages or tenements, &c. and all ſellers, ſollers, houſes, &c. and

the reverſion and reverſions thereof, &c. and all rents & ſervices thereunto belonging, or in any wiſe appertaining, to the uſe and behoof of I. W and his aſſigns, for and during the term of the naturall life of the ſaid I. W. without impeachment of, or for any manner of waſte, and after the deceaſe of the ſaid I. W. then to the only uſe and behoof of the ſaid *Rachel*, for and during the term of her naturaull life, for and in the name of her jointure, and in full recompence of her dower and title of dower which ſhe the ſaid *Rachel* ſhall or may have, of or to the lands, tenements and hereditaments of the ſaid I. W. and after the deceaſe of the ſaid I. W. and *Rachel*, then to the uſe and behoof of the heirs of the body of the ſaid I. W. lawfully begotten or to be begotten, & for default of ſuch iſſue to the uſe and behoof of the ſaid A. B. C. D. &c. their heirs and aſſigns for ever, upon this hope, truſt & confidence nevertheles in them repoſed, by the ſaid I. W. that they the ſaid A. B. C. D. &c. & the ſurvivors and ſurvivor of them, and his and their heirs and aſſigns, ſhall at all times after the ending of the ſaid eſtates of the ſaid I. W. and *Rachel* his wife, of and in the ſaid mannor and premiſſes to them above limited, make ſuch grants and conveyances of the ſame, and diſpoſe, diſtribute and imploy the rents, iſſues and profits thereof, to ſuch perſon and perſons, and in ſuch manner and form as the ſaid I. W. by his laſt will and teſtament in writing, by him to be ſubſcribed with his own hand, and ſealed with his Seal in the preſence of three or more witneſſes, or by any other writing, to be by him ſubſcribed and Sealed in the preſence of ſo many witneſſes, as aforeſaid, ſhall nominate, declare or appoints and for & in default of ſuch nomination or appointment, than that the perſons truſted, and the ſurvivors and ſurvivor of them, his and their heirs and aſſigns

ſhall

ſhall convey and aſſure the ſaid mannor and premiſſes, to and on the right heirs of the ſaid I. W. for ever, and as for, touching and concerning all other the ſaid meſſuages, lands, tenements and premiſſes reſidue with the appurtenances, whereof no uſe is before by theſe preſents limited or declared, to the uſe and behoof of the ſaid I. W. and of the heirs of his body lawfully begotten, and to be begotten, and for default of ſuch iſſue, to the uſe and behoof of the ſaid A. B. C D. &c. their heirs and aſſigns for ever, upon the like hope, truſt and confidence in them repoſed, that they the ſaid perſons truſted, and the Survivors and Survivor of them, and his and their heirs and aſſigns, at all times, from and after ſuch time as the ſaid I. W. ſhall be dead, without heir of his body, ſhall make ſuch grants and eſtates of the ſaid lands and premiſſes, reſidue, &c. or any part, or parts thereof, and diſtribute, diſpoſe and imploy the rents, iſſues and profits thereof, to ſuch perſon and perſons, and in ſuch manner and form as the ſaid I. W. by his laſt Will and Teſtament in writing, to be by him ſubſcribed with his own hand, and ſealed in the preſence of three or more witneſſes, or by any other writing to be by him ſubſcribed and ſealed in the preſence of ſo many witneſſes, as aforeſaid, ſhall nominate, declare, limit and appoint, and for and in default of ſuch nomination or appointment, then that the ſaid perſon & perſons truſted, and the Survivors and Survivor of them, his and their heirs and aſſigns, ſhall convey and aſſure the ſame lands and premiſſes reſidue with the appurtenances, to and upon the right heirs of the ſaid I. W. for ever; Provided alwaies, & it is fully and plainly covenanted, concluded and agreed, by and between the ſaid Parties to theſe preſents, for them, their heirs and aſſigns, that it ſhal be lawfull to and for the ſaid *John* W. and that

the ſaid I. W. ſhall have full power and authority from time to time, and at all times hereafter, at his will and pleaſure, by his deed or deeds in writing, to demiſe, grant, and to farm let, all or any the ſaid mannor, meſſuages, lands, tenements and hereditaments, and every or any part or parts thereof, as well in poſſeſſion as in reverſion, or in poſſeſſion or in reverſion, unto any perſon or perſons, for one, two or three lives, or for any number of years whatſoever, by and under ſuch rents, reſervations, covenants, conditions, limitations and agreements as to him ſhall ſeem meet, or without any rent, reſervation or condition at his will and pleaſure, and that when and as often as any ſuch demiſe, grant or leaſe ſhall be ſo made by the ſaid I. W. of the premiſſes, or any part or parts thereof, the ſaid Parties truſted, and every of them, and the ſurvivors and ſurvivor of them, and every of them, and his and their heirs and aſſignes, ſhall ſtand and be ſeized of ſuch part, parts and parcels of the ſaid mannor, meſſuages, farmes; tenements, rectory and premiſſes, as ſhall be ſo demiſed, leaſed or granted, immediately from and after every ſuch demiſe, leaſe or grant made, to the uſe and behoof of every ſuch perſon &perſons, to whom any ſuch leaſe, demiſe or grant ſhall be ſo made, and of their executors, adminiſtrators and aſſigns reſpectively, onely for and during the continuance of the eſtate and eſtates, term and terms, intereſt and intereſts, to be limited and expreſſed, in ſuch leaſe, demiſe or grant, under ſuch rents, reſervations, condition and conditions, limitation and limitations, as in or by ſuch leaſes, demiſes or grants ſhall be limited, expreſſed or contained reſpectively, according to the intent, purport and true meaning of every ſuch demiſe, grant and limitation, and of the reverſion and reverſions, rents and ſervices reſerved, and depend-

ing

ing upon the ſame leaſes and grants, and alſo after the end and expiration of every ſuch demiſe, leaſe and limitation to be made, and as the ſame ſhall reſpectively end and determine, then from time to time of all and every ſuch part and parts of the premiſſes, as ſhall be ſo demiſed, leaſed or limited, as aforeſaid; To the uſe of ſuch perſon and perſons, and in ſuch manner and form, and of ſuch eſtate and eſtates, with ſuch remainder and remainders over, as are before herein and hereby limited, appointed and declared, and to none other uſe, intent or purpoſe. Provided likewiſe, and it is further covenanted, concluded, condeſcended unto and agreed by and between the ſaid Parties to theſe preſents, that if the ſaid I. W. do and ſhall at any time or times hereafter, in or by any writing under his ſeal, and by him ſubſcribed with his hand in the preſence of three or more witneſſes, ſignifie and declare that he is minded to alter, change, revoke, determine, fruſtrate or make void all or any of the uſes or eſtates hereby made, limited or appointed, that then and from thenceforth, all and every ſuch uſe and uſes, eſtate and eſtates, whereof or concerning which he ſhall ſo ſignifie or declare his ſaid mind as aforeſaid, ſhall reſpectively be fruſtrated, void, revoked, determined, & of no force or effect, only of, for and concerning all ſuch and ſo much of the ſaid mannor, rectory, farmes, lands and premiſſes before herein mentioned, whereof he the ſaid I. W. ſhall ſo ſignifie and declare his mind as aforeſaid, and then and from thenceforth this preſent feoffment and grant ſhall enure and be, and the ſaid A B. C. D. &c. and their heirs ſhall ſtand, and be ſeized of, for and concerning all ſuch and ſo much of the ſaid mannor, lands and premiſſes; whereof or concerning which he the ſaid I. W ſhall ſo ſignifie and declare his mind as aforeſaid, to the onely uſe of

ſuch perſon and perſons, and of and for ſuch eſtate and eſtates, and with ſuch remainder and remainders thereof, over and for, upon and under ſuch conditions and proviſoes, and in ſuch manner and form as the ſaid I. W. ſhall by any ſuch writing or writings, by him to be ſubſcribed and ſealed as aforeſaid, limit or appoint, any thing in theſe preſents contained, or any other matter or cauſe to the contrary thereof, in any wiſe notwithſtanding. In witneſſe, &c.

Note.

This precedent deed was executed with livery and ſeiſin, and attornment, the livery being ſeverally made in the ſeveral Counties aforeſaid.

The Donor made his will, and thereby deviſed to the Maior and Commonalty of B. ſeverall annuities, to be iſſuing out of the lands granted by the precedent, and appointed the ſame to be imployed to charitable uſes, and conſtituted R. his wife Executrix, and dyed without iſſue.

The Executrix proved his Will.

THe Siſters and Siſters children of the Donor, (as heirs at law) queſtion the validity of the deed, whereupon the Maior, Commonalty and Feoffees in truſt, exhibite their Bill in Chancery againſt the coheirs and Executrix, and afterwards the matter coming to hearing, by decree the deed and uſes are confirmed.

A Condition to pay money weekly.

THe condition, &c. that if the within bound A. B. C. D. E. F. and G. H. or any of them, or the Executors, adminiſtrators or aſſignes of them or any of them, do truly pay or cauſe to be paid to the within named M. P. and L. G. or either of them, or to the executors, adminiſtrators or aſſignes of them, or ei-

either of them, at or in the, &c. the ſumme of 4 l. of, &c. in manner and form following, that is to ſay, every week weekly on the Saturday in every week, one next and conſequently enſuing another, the ſum of two ſhil. untill the ſaid ſumme of 4 l. ſhall be fully ſatisfied and paid, the firſt payment thereof to begin and to be made on Saturday next, being the 20. day of this inſtant moneth of Sept. within written, that then, &c. but if default ſhall be made of or in any of the payment, &c. that then, &c.

A Condition to pay a ſumme of money, and three years payment given.

THe Condition, &c. that if the above bound I. W. his executors, adminiſtrators or aſſigns, or any of them, do truly pay or cauſe to be paid to the above named I. P. his executors, adminiſtrators or aſſigns, the ſum of 7 l. and 10. s. of good and lawful money of England, at or in the, &c. in manner & form following, that is to ſay, on the third day of Jan. which ſhall be in the year of our Lord, 1632. 50. s. thereof, on the third day of Jan. which ſhall be in, &c. 1633. 50. s. more thereof, and in the third day of Janu. which ſhall be in, &c. 1634. 50. s. reſidue of the ſaid ſum of 7 l. 10. s. without fraud or delay, that then this, &c. but if default ſhall be made of, or in any of the ſaid payments in part or in all, then this, &c.

A Condition to perform Covenants in a Leaſe, and not to ſeek for a new Leaſe from the chief Landlord.

THe Condition, &c. that whereas the within named M. H. by her Indenture of Leaſe, bearing

date the day of the date within written, hath leaſed unto the within bound E.M. part of a meſſuage or tenement called the *Peter & Paul*, ſituate in *Pater noſter Row*, in the Pariſh of St. *Michael* at Quern in *London*, from the Feaſt of the Nativity of St. *John Baptiſt* laſt paſt, before the date within written, for the term of twenty one years, as by the ſaid Indenture of Leaſe may appear, if therefore the ſaid E.M. his executors, adminiſtrators and aſſignes, and every of them, do well and truly obſerve, perform, fulfill and keep, all and ſingular the covenants, grants, articles, conditions and agreements, ſpecified and declared in the ſaid Indenture of leaſe, which on his and their parts are or ought to be obſerved, performed, fulfilled and kept, in and by all things, according to the tenor, porport, effect and true meaning of the ſaid Indenture: And further, if the ſaid E. M. his executors, adminiſtrators nor aſſignes, nor any other perſon or perſons whatſoever, for him or them, or by his or their, or any of their means, occaſion or procurement, do directly or indirectly procure, get or obtain, or endeavour, or go about to procure, get or obtain any leaſe or grant from the Maior, Commonalty, and Citizens of the City of Lond. of the ſaid meſſuage or tenement, or any part thereof, or of that part of the ſaid meſſuage or tenement, which the ſaid M. H. hath leaſed unto the ſaid E. M. that then, &c. or elſe, &c.

A *Collateral Condition.*

THe Condition, &c. that whereas A.B. and C.D. Citizens and Drapers of Lond. by one obligation of the date within written, are & ſtand jointly & ſeverally bound to the within named E.F. in 100 l. of, &c. with condition for the payment of 52 l. on the, &c. at or in the, &c. as by the, &c. and if in caſe

caſe the ſaid A. B. and C. D. and either of them, and either of their executors, adminiſtrators and aſſigns, ſhall make default of and in the payment of the ſaid ſum of 52 l. to the ſaid, &c. his executors and aſſigns, on the day, and at the place of payment thereof aforeſaid, if then the within bound L. M. his executors or adminiſtrators do well and truly pay, or cauſe to be paid unto the ſaid, &c. the ſaid ſum of 52l. within the ſpace of eight dayes, next after ſuch default of payment made as aforeſaid, he the ſaid E. F. his executors or adminiſtrators, upon the receipt therof, delivering unto the ſaid L. M. his executors or aſſigns, the above recited obligation uncancelled and undiſcharged, together with an irrevocable, abſolute and ſufficient letter of Atturney or aſſignment thereof, unto the ſaid L. M. his executors and aſſigns, by and from the ſaid E. F. his executors and aſſigns, and ſealed and delivered in due form of law, before two or three ſufficient witneſſes at the leaſt, that then, &c. or elſe, &c.

A Collateral Covenant to the ſame effect.

TO all people to whom this preſent writing ſhall come, A. B. of, &c. ſendeth greeting, whereas F. W. of, &c. hath at the ſpecial inſtance and requeſt of the ſaid A. B. taken and accepted of one obligation of the date hereof, wherein M. N. O. P. and Q. R. their executors, adminiſtrators and aſſignes, ſtand jointly and ſeverally bound unto the ſaid F. W. in the ſumme of, &c. with condition thereon indorſed for the payment of, &c. at or in the, &c. as by the ſaid obligation and condition may more plainly appear. Now know ye, that the ſaid A. B. doth for himſelf, his executors, adminiſtrators and aſſignes, covenant, promiſe and grant to and with the ſaid F. W. his executors and aſſignes by theſe preſents, that

that if the ſaid M. N. O. P. and Q. R. their execu-tors, adminiſtrators and aſſigns, and every of them, ſhall make default of and in the payment of the ſaid ſumme of, &c. unto the ſaid F. W. his executors and aſſignes, on the day, and at the place aforeſaid, that then he the ſaid A. B his executors, adminiſtrators or aſſignes, ſhall and will well and truly pay or cauſe to be paid to the ſaid F. W. his executors or aſſignes, the ſaid ſumme of, &c. on the, &c. next coming af-ter the date hereof, at or in the place, &c. without fraud or delay. He the ſaid F. W. his executors or aſſignes, upon payment thereof, delivering to the ſaid A. B. his executors or aſſignes, the above reci-ted obligation, ſafe, whole, uncancelled and undiſ-charged, together with a ſufficient and abſolute aſſignment thereof, or letter of Atturney irrevoca-ble, in due form of law, to be made, ſealed and deli-vered to the ſaid F. W. his executors or aſſignes, before two or three ſufficient witneſſes at the leaſt. In witneſſe, &c.

A Condition to erect a Barn.

THe Condition, &c. That if the within bound T. S. his executors, adminiſtrators or aſſignes, do at or before the Feaſt day of, &c. next coming after the date within written, at his and their own proper coſts and charges, well work-man-like and ſufficiently make, build, erect, ſet up, and fully finiſh or cauſe to be made, &c. in all things belonging to the art or trade of a Carpenter, in and upon one piece of ground, now in the occupation of, &c. one new Barn with twelve ſeverall bays or rooms in the ſame, of good, new and ſeaſonable timber, and one ſtrong door with 4 windows to the ſame, & the ſaid Barn to contein in lengh 116. foot of aſſize, & in breadth 22 foot,

foot, and in height 18. foot of aſſize at the leaſt, and alſo do at or before the Feaſt-day of, &c. make, or cauſe to be made, at his and their like coſts and charges, within the ſaid Barn ſo to be builded and ſet up, the one half, or moiety thereof meet and convenient for a ſtable-room, and a ſufficient floor for the ſame moiety, upon the main ground, with good, new and ſeaſonable planks of Oaken timber, together with racks and mangers, ſufficient and convenient for the ſame, and do alſo to the other moiety of the ſame bayes or rooms make one ſubſtantial floor of ſeaſonable boards, and do likewiſe at his and their like coſts and charges, find and allow all ſuch nayles, as ſhall be needful to be ſpent and occupied in and about the erecting, ſetting up and finiſhing of the ſaid Barn and Stable, with floors, racks, mangers, doors, windows and plancks (except if any be excepted) that then, &c. (or you may proceed thus:) And the within named D. E. in conſideration of the premiſſes, is to pay unto the ſaid T. S. his executors or aſſignes 20 l. 10. ſh. of, &c. in form following, viz. at the enſealing hereof, 6. l. 8. ſh. 4. d. thereof, which he hath paid accordingly on the, &c. and at the fully finiſhing of the ſame Barn as aforeſaid, other, &c. in full payment of the ſaid ſum of, &c. that then, &c.

A Condition, that whereas A. B. *hath delivered a Bond and a Letter of Attorney to* C. D. *to recover a debt of, &c. the ſaid* C. D. *is bound to re-deliver the Bond or the money.*

THe Condition, that whereas the within bound C. D. the day of the date within written, hath received and had of the within named A. *B.* one Bond or Obligation, bearing date, &c. and ſo recite the Bond

Bond, as by the ſaid Obligation and Condition may more plainly appear, which ſaid Bond or Obligation, together with one other writing or letter of Atturney of the date within written, the ſaid A. B. hath delivered to the ſaid C. D. in truſt only for the recovery and receiving of the ſaid debt of &c. mentioned in the condition of the ſaid obligation, together with coſts, damages and reaſonable intereſt, if any ſhall be, of and from the ſaid, &c. his executors or adminiſtrators; if therefore that the ſaid C. D. his executors, adminiſtrators or aſſigns, do at any time hereafter, within the ſpace of one whole year next coming after the date within written, either well and truly pay, or cauſe to be paid to the ſaid A. B. his executors or aſſigns the full ſumme of, &c. at or in the, &c. or otherwiſe re-deliver, or cauſe to be re delivered to the ſaid A. B. his executors or aſſignes, the ſaid Obligation or Bond, and the ſaid Letter of Atturney, ſafe, whole, uncancelled and undiſcharged, and in as good condition as he received them, or either of them, (the perils and dangers of the Seas and Pirates onely excepted) within the time and ſpace before limited, that then, &c. or elſe, &c.

A Condition to pay a ſum of money, at ones return from beyond Sea.

THe Condition, &c. that whereas the within named A. B. the day of the date within written, hath paid and delivered unto the within bound C. D. the ſumme of, &c. which ſaid ſumme the ſaid A. B. is contented, that the ſaid C. D. ſhall employ and adventure in a voyage, wherein the ſaid C. D. is bound in the good ſhip called the, &c. unto the *Eaſt-Indies*, upon condition that the ſaid C. D. his executors, adminiſtrators or aſſigns, ſhall truly pay or cauſe to be

be paid unto the ſaid A. B. his executors or aſſigns, the full ſumme of, &c. at the return of the ſaid C.D. and the ſaid ſhip, or either of them, which ſhall firſt and next happen, from the *Eaſt-Indies* aforeſaid, into the Realm of *England*, if therefore the ſaid C. D. his executors, adminiſtrators or aſſigns, do or ſhall within one moneth, next after the return either of himſelf, or of the ſaid ſhip, called the, &c. from the *Eaſt Indies* aforeſaid into the Realm of *England*, well and truly pay or cauſe to be paid to the ſaid A.B. his executors or aſſigns, the ſaid ſumme of, &c. of like lawfull mony of *England*, without fraud or delay, that then, &c. or elſe, &c.

A Condition for the delivery of wool.

THe Condition, &c. that whereas the within bound A.B. for the ſum of, &c. to him by the within named C.D. in hand, at the ſealing of this obligation truly payd, whereof he the ſaid A.B. acknowledgeth the receipt, hath bargained and ſold to the ſaid C.D. one hundred todd of merchantable wooll, good and lawfull, *viz.* at the rate and price of 10.ſh. the todd, if therefore the ſaid A.B. his executors, &c. do well and truly deliver, or cauſe to be delivered unto the ſaid C.D. his executors, &c. all the ſaid one hundred todds of wooll, ſorted and packed by an indifferent ſworn wool-packer, franck and free at the ware-houſe of, &c: on or before, &c. without any delay, that then, &c.

Another Condition to deliver certain Todds of Wooll.

THe Condition, &c. that if the within bound A B. & C.D or either of them, or the executors, adminiſtrators or aſſigns of them, or either of them, do.

do wel and truly deliver, & cauſe to be delivered unto the within named E.F. his executors, &c. the full number or quantity of fourty Todds of good & merchantable wools, of the proper ſheeps growth of them the ſaid A. B. and C. D. well waſhed and dryed, and wrought by a ſworn wool man, without cot, combat, gare or refuge, and to be weighed by the Todd, accounting and allowing eight & twenty pound weight of wool, with a reaſonable liſt to every Todd; on or before the, &c. next enſuing the date within written, at or within the, &c. frank and free of all manner of coſts, charges and payments, there to be demanded, without fraud or delay, that then, &c. or elſe, &c.

A Condition for the delivery of Cow hides.

THe Condition, &c. that if the above bound E. F. his executors, adminiſtrators or aſſigns, or any of them, do truly deliver, or cauſe to be delivered to the abovenamed G. H. his executors, adminiſtrators, or aſſigns, at or in *Leaden-Hall* yard *London*, at or before the, &c. next coming, after the date above written, nineteen Cow-hides, and one Steer-hide well tanned, and as good merchantable ware, as is uſually ſold in *Leaden hall* yard aforeſaid, which hides the ſaid G. H. before the enſealing hereof, hath delivered to the ſaid E. F. to be tanned as aforeſaid, and is to pay upon the full delivery of them to the ſaid E. F. his executors or aſſigns, for tanning of the ſame hides, the ſumme of 3. l. 6. ſh. 8. of lawfull money of *England*, that then, &c. or elſe, &c.

A Condition for delivery of Barley.

THe Condition, &c. that if the within bound A. B. his executors, adminiſtrators or aſſigns, or any of them, do well and truly deliver, or cauſe to be delivered to the within named C. D. his executors, adminiſtrators or aſſigns, at his Barn door, ſituate, &c. 22. quarters of good, ſweet, dry and merchantable barley in form following, viz. 12 quarters on or before the, &c. and on and before, &c. the other ten quarters in full of the ſaid 22. quarters, frank and free from all charges whatſoever, that then, &c. or elſe, &c.

A Condition to make an aſſurance by a day.

THe Condition, &c. that if the within bound A. B. his heirs, executors and adminiſtrators, do before the twentieth day of May next coming after the date within written, make or cauſe to be made unto the within named C. D. and to his heirs and aſſigns, ſuch a good, ſure, ſufficient and indefeazible eſtate of inheritance in the law, to the only uſe and behoof of the ſaid C. D. his heirs and aſſigns for ever, or to the uſe of ſuch perſon and his heirs and aſſigns for ever, as he the ſaid C. D. ſhall then name and appoint, of & in all that meſſuage, &c. (as the bounds thereof are known) by deeds and evidences ſufficient in the law, or by fine & recovery if need ſhal be or require, or by any other ſure or lawful means, as by the ſaid C. D. or his heirs, or by the aſſigns of him or them, or by their or any of their councell learned in the law, ſhall be reaſonably adviſed, deviſed or required, & alſo if the ſame meſſuages, &c. now are and be, and ſo from, &c. for ever ſhall remain, continue

and

and be unto the ſaid C. D. his heirs and aſſigns, or to ſuch other perſon as he the ſaid C. D. ſhall name and appoint, and his heirs and aſſigns, free, clear, and clearly acquitted, exonerated and diſcharged, or otherwiſe upon requeſt ſufficiently ſaved and kept harmleſſe, of and from all and all manner of former and other bargains, ſales, leaſes, gifts, grants, ſurrenders and incumbrances whatſoever, (if need be you may proceed further,) and alſo if the ſaid A. B. his heirs, &c. do at all times hereafter, and from time to time, from and after the ſaid, &c. for and during the ſpace of ten years, upon reaſonable requeſt to be by the ſaid C. D. his heirs or aſſigns, do, make, knowledge and execute, and ſuffer to be done and executed, all ſuch further act and acts, thing & things, deviſe and deviſes, for the better aſſuring and conveying of the premiſſes unto the ſaid C. D. his heirs and aſſigns as aforeſaid, be it by fine, feoffment, deed or deeds, inrolled or not inrolled, recovery, releaſe, or by any other waies or means whatſoever, with warranty againſt the ſaid A. B. his heirs and aſſigns, and all other claiming by, from or under him, them or any of them, or otherwiſe without warranty, as by the ſaid C. D. his heirs or aſſigns, or by his or their counſell learned at his and their own proper coſts and charges in the law ſhall be reaſonably deviſed and required, that then, &c. or elſe, &c.

A Condition for the renewing of a Leaſe, when the Leſſor ſhall come to the age of twenty one years.

THE Condition, &c. that whereas the within bound R. B. and E. his wife, late wife of the within named T. W. by deed indented, bearing date, &c. have

have demiſed, granted and to farm letten unto the within named L. W. and A. P. all thoſe Coppiehold or cuſtomary meſſuages, lands, tenements, meddows, leaſoes, paſtures, commons, woods, underwoods and hereditaments commonly called or known by the ſeveral & proper names of, &c. or any of them, or by any other name or names, ſituate, lying and being within the mannor or Lordſhip, and pariſh of Woodford in the County of Eſſex, which were at the time of the deceaſe of the ſaid T. W. in the tenure or occupation of G. H or his aſſignes: To have and to hold from the, &c. laſt paſt, before the dare thereof, unto the end and term of fourty years, from thence next enſuing, & fully to be compleat and ended, if the ſaid E. ſhall happen ſo long to live, by the yearly rent of, &c. as by the ſaid deed indented amongſt other things, covenants, grants and articles therein contained, whereunto relation being had, more at large it may appear: if therefore the ſaid R. R. and E. his wife, within one half yeer, next after that the ſaid E. ſhall come to & accompliſh her full age of 21. years, upon reaſonable requeſt made by the ſaid I. and A. or either of them, their executors or aſſignes, at the now, &c. and at the only coſts and charges for writing, or otherwiſe, of the ſaid I. and A. their executors and aſſignes, ſhall make and ſeal, and as their deeds deliver unto the ſaid I. W. and A. P. their executors and aſſignes, one indenture of Leaſe, of all and ſingular the ſaid Coppiehold or Cuſtomary meſſuages, lands, tenements and hereditaments, before by the ſaid deed indented, demiſed, and of every part and parcel thereof, and which indenture ſo to be made, ſealed and delivered, ſhall in all things, and in every covenant, grant and article of the ſame, agree *verbatim* with the ſaid deed indented, which beareth the date within written, and not otherwiſe, ſave onely that after the commencement and be-

ginning of the ſame, it ſhall be made to hold and continue the reſt of the ſaid term of fourty years, which ſhall be then to come and unexpired, comprized in the ſaid deed indented, which beareth the date within written, viz. to continue the reſt of the years, which ſhall be then to come, and not no otherwiſe, that then, &c. or elſe, &c.

A Condition to gather Rents, and to yield an accompt thereof.

THe Condition, &c. that if the within bound A. B. or his ſufficient Deputy, do from henceforth during his naturall life, well, truly and entirely levie, collect and gather all and ſingular the rents, revenues, emoluments, perquiſites of courts, iſſues and profits whatſoever, of or belonging to the Lordſhip or Mannor of, &c. and of all the members and parcels of the ſame, at the Feaſts of, &c. yearly during the ſaid term, and all the ſame rents, &c. and all the money thereof coming, or hereafter to be coming of the ſame, and every or any part thereof, well and truly content and pay to the within named C. D. at the Feaſts of, &c. yearly, and alſo do from time to time, as often as he ſhall thereunto be required, by the ſaid C. D. his heirs, executors or aſſignes, make, render and deliver to the ſaid C. D. his heirs or aſſignes, a juſt, true and perfect accompt of all the ſame rents, revenues and other the premiſſes, and of all the arrearages thereof, (if any be) do at the end of every ſuch accompt made, make juſt and true payment to the ſaid C. D. his heirs or aſſigns; and further do well and truly adminiſter, ſerve and execute all proceſſe to him to be directed from the Steward and Officers of the ſaid C. D. his heires or aſſignes, concerning the premiſſes, or any part thereof, and moreover do, during

ring all the ſaid term, demean and behave himſelf as an honeſt and true Bayliff ought to do, that then, &c. or elſe, &c.

A Condition of a Deputy rent-gatherer, to give accompts for the Receipts of Rents.

THe Condition, &c. that whereas the within bound A. B. is retained (to and with the within named R. C.) Renter of the Mannor of *Finsbury*, for the collecting of all the Rents, coming and growing out of the Mannor of *Finsbury*, in the County of *Middleſex*, and of lands, rents and tenements, belonging to the Maior, Aldermen, Commonalty and Citizens of the City of London, Farmers of the ſaid mannor lands, rents and tenements, for term of years yet to come, if therefore the ſaid A. B. do well and truly behave himſelf in the ſaid room or office of Renterſhip, for the Collection of the ſaid Rents, and Profits of the ſaid Mannor, Rents, lands, &c. and well and truly from time to time collect the ſaid Rents, and every part thereof to the hands of the Chamberlain of the City of London for the time being, to the uſe and behoof of the ſaid Maior, Aldermen, Commonalty and Citizens of the City of London, and make yearly the accompts of the ſaid Rents, and of every part therof in the name of the ſaid R. C. if he then be living, of Record in the Chamber of the ſaid City to the office of the ſame, to whom it doth or ſhall appertain, to take and ingroſſe the ſame accompt: and alſo if the ſaid A. B. during the life of the ſaid R. C. do not act or act, thing or things, directly or indirectly, to the prejudice and hindrance of the right of the ſaid R. C. in and to that office, called the Renterſhip of *Finsbury*, and further do from time to time, clearly acquit, diſchage or ſave and keep harmleſſe the ſaid

R. C. his executors, adminiſtrators and aſſigns, and every of them, againſt the Maior, Aldermen, Commonalty and Citizens of the City of London, and againſt all and every perſon and perſons, to whom it may or ſhall of right in that behalf belong, that then, &c. or elſe, &c.

A *Condition to make a true accompt of ones Bayliff-ſhip.*

THe Condition, &c. that whereas Sir H. H. Knight and Barronet, chief Juſtice of the Common Pleas, Sir I. D. Knight, Chancellor of the Dutchy of *Lancaſter*, T. M. Eſquire, Surveyor General, do ſtand and are poſſeſſed amongſt other things, of the mannor of &c. for divers years yet to come, upon truſt and confidence, and to and for the onely uſe of C. P. have by the commandment and warrant of the ſaid C. P. by deed under his hand and ſeal, conſtituted and appointed the within bound H. L. to be Bayliff of the mannor of *Weſtham* aforeſaid, and Collector of the rents and revenues, perquiſites and profits there, during the pleaſure of the ſaid C. P. if therefore the ſaid H. L. by himſelf for his ſufficient Deputy or Deputies, his or their executors or aſſigns, do and ſhall from time to time, for and during their continuance and exerciſe of & in the ſaid place or office, demean himſelf & themſelves therein, without voluntary concealment, deceipt or fraud towards the ſaid C P. and do and ſhall yearly during ſuch his and their continuance and exerciſe as aforeſaid, at the audit and audits to be held and kept for the ſaid C. P. yield and make juſt and true accompt to and before the ſaid Auditors for the time being of the ſaid mannor and premiſſes, and thereupon make payment and ſatisfaction to the ſaid C. P. his officer or officers, in that behalf

to

to be authorized and appointed, to and for the ſaid C.P. his uſe, at or before every ſuch audit or audits, of and for all and every ſuch rents, ſumme and ſums of money, and other iſſues, revenues, goods, chattels, perquiſits and profits, as then ſhall come to the hands of the ſaid H.L. or his Deputy or Deputies, or as he or they then ought rightly to be charged withall to the ſaid C.P. his uſe, for or by means, or in reſpect of the ſaid office or place, that then, &c. or elſe, &c.

A Condition for payment of a ſum of money within three days after requeſt, if the obligee may not enjoy a Meſſuage

THe Condition, &c. That whereas the within bound C.D. by a Deed bearing date within written, for the conſideration therein, hath aſſigned and ſet over unto the within named A. B. one Indenture of leaſe, bearing date, &c. made and granted to him the ſaid A. B. by one, &c. of a meſſuage or tenement, with th'appurtenances, lying and being, &c. now in the tenure of, &c. for the term of, &c. and all his eſtate, right, title, intereſt and term of years to come, in and to the ſame meſſuage or tenement, and other the premiſſes by the ſaid Leaſe demiſed, as by the ſaid poll-deed or writing more at large appeareth, if therefore the ſaid A.B. his, &c. paying the ſaid rent, and performing the covenants and duties in the ſaid Leaſe contained on the tenants part, from and after the, &c. to be paid and performed, ſhall not or may not peaceably & quietly have, hold and enjoy the ſaid meſſuage or tenement, with the appurtenances, for & during all the reſidue of the ſaid term, without any let, trouble or interruption, of or by the ſaid, &c. then if the ſaid C. D. his executors, &c. do

within one moneth next after notice thereof to him or them, to be given by him the ſaid A. B. his, &c. well and truly repay, or cauſe, &c. to the ſaid, &c. his executors or aſſigns, the ſumme of, &c. of, &c. the ſaid A. B. then alſo re-delivering and re aſſuring unto the ſaid C. D. his executors, &c. the ſaid Indenture of leaſe ſafe and uncancelled, and all his eſtate, intereſt and term of years in and to the ſame, and the premiſſes thereby demiſed, clearly diſcharged of all forfeitures, re-entries and incumbrances whatſoever then to be had, made, committed or permitted by the ſaid A. B. his, &c. together with the poll-deed aforeſaid, that then, &c. or elſe, &c.

A *Condition to bring an Inventory into the Prerogative Court by a day.*

THE Condition, &c. that if M. H. wife of I. H. while he lived, of the Pariſh of, &c. do make or cauſe to be made, a true and perfect Inventory of all and ſingular the goods, chattels and debts of the ſaid I. H. and the ſame ſo made, do exhibit or cauſe to be exhibited into the Prerogative Court of *Canterbury*, the, &c. and the ſaid goods, chattels and debts do well and truly adminiſter (*viz.*) do pay the debts of the ſaid deceaſed, which he did owe at the time of his deceaſe, as farre as the ſaid goods, debts and chattels will thereunto extend, and as the law will charge her; and further do make or cauſe to be made, a true and perfect account of and upon the ſaid adminiſtration, the ſecond day next after the Feaſt of, &c. and ſuch part and portion of the ſaid goods, chattels and debts, which ſhall be found remaining upon her ſaid accompt, examined and adjudged by the ſaid Prerogative court of *Canterbury* for the time being, ſhal diſtribute and diſpoſe, as by the ſame Judge ſhall be limited.

mited and appointed ; and if thereafter there ſhall appear any lawfull Teſtament or laſt Will made by the ſaid deceaſed, and the executor or executors therein named, to exhibit the ſame, making requeſt to have the ſame approved of accordingly, then if the ſaid adminiſtratrix, after lawfull requeſt to her made, do render and deliver into the ſaid Court the ſaid letter of adminiſtration to her committed without delay ; and laſtly, do at all and every time and times hereafter clearly acquit, diſcharge or ſave harmleſſe the within named, &c. and all other the Officers of the ſaid Prerogative Court of *Canterbury*, againſt all perſons having or pretending to have any eſtate, right, title or intereſt to the ſaid goods, chattels and debts, that then, &c, or elſe, &c.

A Condition never to vex or trouble one hereafter for any former matter.

THe Condition, &c. that if the within bound A. B. his heirs, executors or adminiſtrators, or any other perſon or perſons for him or them, or in his or their name or names, or by his or their title or procurement, or means, do at any time or times hereafter claim, challenge, demand, vex, ſue, moleſt or trouble the within named C. D. his heirs, executors, adminiſtrators or aſſigns, or any of them, for any of the goods, money, plate or debts, which late were belonging to E. F. of, &c. deceaſed, or for any other matter, reckoning, cauſe or accompt, thing or things whatſoever, had, moved, ſtirred, depending or being between the ſaid A. R. and C. B. before the date within written, that then, &c. or elſe, &c.

A Condition for the assurance of morgaged lands, after default of redemption.

THe Condition, &c. that whereas the within bound A.B. & C. his wife, by their deed indented, bearing the date within written, have given, granted, bargained & sold unto the within named D. E. his heirs and assigns for ever, all that messuage or tenement, with the appurtenances thereunto belonging, or in any wise appertaining, upon condition that if the said A.B. his heirs, executors, administrators or assigns, or any of them do well and truly pay or cause to be paid unto the said D.E. his executors, administrators or assigns, he sum of, &c. that then the aforesaid gift, graut, bargain and sale of the premisses, and all conveyances and assurances thereupon had and made, should be utterly void, frustrate and of none effect, as by the said deed indented amongst other things therein contained, more plainly at large appeareth: if therefore the said A.B his heirs, executors, administrators and assigns, shall make default of or in the payment of the said summe of, &c. on the said, &c. then if the said A. B. and C. his wife, and their heirs, and all and every other person and persons, and their heirs, having, or lawfully claiming to have, any lawfull right, title or interest, of, in or to the said messuage or tenement, and other the premisses with th'appurtenances, or of, in or to any part or parcell thereof, shall from time to time, and all times, after such default of payment of the said summe of, &c. in form aforesaid had and made, upon the reasonable request, and at the only costs and charges in the law of the said D. E. his heirs and assigns, further do, cause, make, knowledge and suffer, or cause to be done, made, knowledged and suffered, all and every

such

ſuch further, lawfull and reaſonable act and acts, thing and things, deviſe and deviſes in the law, be it by fine or fines, deed or deeds, etc. or by all, any, or as many of the ſaid wayes or means, as the ſaid D. E. his heirs or aſſigns, or his or their councell learned in the law ſhall be reaſonably adviſed or deviſed for the further aſſurance, ſure making and conveying of the premiſſes, and of every part and parcel thereof, to be had and made ſure unto the ſaid D. E. his heirs and aſſigns for ever, abſolutely, without any manner of condition or morgage, that then, etc. or elſe, etc.

A Condition to acknowledg a ſtatute by a day.

THe Condition, etc, that if the within bound A. B. and one R. L. of, etc. do upon or before, etc. ſeal and ſubſcribe one recognizance, or writing obligatory, to be made according to the form of the ſtatute late made and provided for recovery of debts, wherein and whereby the ſaid A. B. and R. L. ſhall ſtand bound to the within named T. W. in the ſum of, etc. payable at ſome Feaſt ſoon after the date of the ſame writing, and the ſame ſo ſealed and ſubſcribed, do upon or before, etc. in lawfull and due manner acknowledge before one of the two chief Juſtices appointed for the acknowledging of ſuch writings, by the ſtatute, or in their abſence, out of the term before the Maior of the Staple at *Weſtm.* and the Recorder of the City of L. for the time being, and the ſame ſo acknowledged and ſealed do deliver or cauſe to be delivered to the ſaid T. W. at his now dwelling houſe, ſituate, etc. upon or before the, &c. ſafe, whole and uncancelled, to the end that a pair of defeazances may be thereupon made, that then, etc. or elſe, etc.

A

A Condition not to meddle with the Executorſhip upon the aſſignment thereof

THe Condition,&c. that whereas the within bound T. T. hath aſſigned and committed all his right of Executorſhip,of the Teſtament of the laſt Will of Sir I. late deceaſed,unto the within named R. B. and hath fully for his part authorized, licenſed and aſſigned the ſaid R. only to do al and every thing & things, by himſelf and his aſſigns, concerning the execution of the ſaid laſt Will and Teſtament: Therefore if the ſaid T. T. ſhall not intermeddle with the adminiſtration of any part of the goods & chattels,money, debts or plate of the ſaid Teſtator,without conſent of the ſaid R. his heirs or executors, but ſhall at all times hereafter, and from time to time permit and ſuffer the ſaid R. B. his executors and aſſigns, to adminiſter all ſuch goods, chattels, money, plate and debts, as at the day of the making hereof be in the cuſtody of the ſaid R. B. to be adminiſtred, or in the hands or poſſeſſion of any other perſon or perſons,except ſuch goods,chattels,money and plate,now in the poſſeſſion and cuſtody of the ſaid T. T. of the ſaid Teſtators, which is or are to be adminiſtred as ſhall be thought good by the ſaid R. B. And further if the ſaid T. T. his heirs,or executors do not diſcharge any debts of the ſaid Teſtators,without the conſent of the ſaid R. E. his executors or adminiſtrators, nor any action which the ſaid R. B. or his executors ſhal juſtly attempt and bring againſt any perſon or perſons, to or for the recovery of any of the debts,goods and chattels of the ſaid Teſtator,that then,&c. or elſe, &c.

A

A Condition not to do any act as Executor, without consent of his Co-executor.

THe Condition, &c. that whereas one C. B. late of N. deceaſed, by her Teſtament and laſt Will, named, ordained and conſtituted the within bound M. B. and the within named N L. to be executors of the ſame her Teſtament and laſt Will, as by the ſame laſt Will and Teſtament amongſt other things appeareth: if therefore the ſaid M. B. ſhall not at any time hereafter make, or cauſe to be made any releaſe, acquittance or other diſcharge, to any perſon or perſons, for or concerning any of the debts, goods or chattels, which were the ſaid C. B. the day of her deceaſe, nor ſhall do or ſuffer, or cauſe to be done or ſuffered, any other act or acts, thing or things, in or about the execution of the ſaid Teſtament & laſt Wil of the ſaid C. without the conſent, aſſent and agreement of the ſaid N. I. that then, &c. or elſe, &c.

A Condition to procure one to ſeal an acquittance by a day, and to ſave harmleſſe.

THe Condition, &c. that whereas the within named A. B. hath the day of the date within written, paid and delivered to the within bound C. D. for and to the uſe of L. O now reſident in *France*, in the parts beyond the Seas, the ſum of, &c. if therefore the ſaid C. D his executors or adminiſtrators ſhal and do before the, &c. cauſe and procure the ſaid L. O. to ſeal and deliver as his deed to the uſe of the ſaid A. B. his executors and adminiſtrators, in the preſence of two or three ſufficient and credible witneſſes, a ſufficient and lawfull acquittance, teſtifying the receipt of the ſaid ſumme of, &c. and alſo if the ſaid C. D. his executors, adminiſtrators or aſſigns, do deliver or cauſe to be delivered to the ſaid

ſaid A. B. his executors or adminiſtrators, at or in the, &c. the ſame acquittance ſealed and delivered as aforeſaid, and certified under the hands of the ſame witneſſes, whole, uncancelled and undefaced, at or before, &c. and alſo do in the mean time ſave and keep harmleſſe the ſaid A. B. his heirs, executors and adminiſtrators, and every of them, and all and every of his and their lands, tenements, goods and chattels, and every part thereof, againſt the ſaid L. O. his executors, adminiſtrators and aſſigns, and every of them, of and for the ſame ſumme of, &c. and every part thereof, and of and from all actions, ſutes, coſts, charges, damages and demands, for or concerning the ſame, and every or any part thereof, that then, &c. or elſe, &c.

A Condition to acknowledge ſatisfaction of a judgement.

THe Condition, &c. that whereas the within bound A. B. in M. term now laſt paſt, hath obtained againſt the within named L. O. in the Court commonly called, &c. a judgement in an action of debt, as by the Records in the ſaid Court remaining, &c. if therefore the ſaid A. B. do in *Eaſter*-term now next enſuing, at the coſts and charges of the ſaid L. O. cauſe ſatisfaction to be acknowledged and entred upon Record, in full diſcharge of the ſaid judgement, that then, &c or elſe, &c.

A Condition to procure two to ſeal releaſes for legacies, and to ſave harmleſſe.

THe Condition, &c. that whereas R. B. late Citizen and Haberdaſher of London, and brother to the abovebound W. B. in and by his laſt Will and Te-

Teſtament, did give and bequeath unto W. B. and F. B ſonnes of the aforeſaid W. B. their father, 40l. apiece legacies, to be paid, as in & by the ſaid laſt Will and Teſtament of the ſaid R. more at large appeareth: and whereas alſo the above named M H. the now husband of R. the late widow and executrix of the ſaid R. B. before the enſealing hereof, at the earneſt requeſt and deſire of the ſaid W. B. the father, hath paid unto the ſaid W. to and for the uſe and behoof of the ſaid W. and F. his ſonnes, the ſaid legacies of 40 l. apiece in lawful Engliſh money, the receipt whereof the ſaid W. B. the father, doth hereby acknowledge and confeſſe: if therefore the ſaid W. B. the father, or the above bound T. D. and W. F. or any of them, their or any of their executors, adminiſtrators or aſſignes, within twenty eight days next after that the ſaid W. and F. B. ſonnes of the ſaid W. B. the father, ſhall ſeverally attain their ſeveral ages of 21. years, ſhall give and deliver unto M. H. his executors, adminiſtrators or aſſignes, good, lawfull and ſufficient releaſes or acquittances, under the hands and ſeales of the ſaid W. and F. the ſonnes of the ſaid W. of and for the ſaid legacies of 40 l. or elſe do in the mean time, and alſo at all times afterwards acquit and diſcharge, or elſe ſave and keep harmleſſe and indemnified the ſaid M. H. his executors and adminiſtrators, from and againſt the ſaid W. and F. B. the ſonnes, of and for the ſaid legacies, and alſo of and from all actions, ſutes, troubles, coſts, charges and damages, that ſhall be commenced, proſecuted or and way happen to or againſt the ſaid M. H. his executors, adminiſtrators or aſſignes, for or concerning the ſaid legacies, by the ſaid W. and F. or either of them, or any other perſon, for, by or under them, or either of them, that then, &c. or elſe, &c.

A Condition that a woman ſhall releaſe her dower.

THe Condition,&c. that if L. O. of W. widow, late wife of T. O. of,&c. do before the,&c. by her writing under her hand and ſeal, remit, releaſe,& quit-claim unto the within named R. O. ſuch eſtate, right, title, intereſt, claim and demand whatſoever, which ſhe the ſaid L. O. hath, may, might, ſhould or of right ought to have, in or to all or any part of the lands, tenements and hereditaments, which were the inheritance of the ſaid T. O. her Husband, deceaſed, or any part thereof, for or by reaſon of her dower, or of any jointure heretofore made, or by reaſon of any other right, title or means whatſoever, at any time before the date hereof, come, grown or accrewed: and alſo if the ſaid within bound A. B. his executors, adminiſtrators or aſſignes do before the, &c. leave and deliver, or cauſe to be left and delivered, to and for the ſaid R. O. at,&c. the ſaid writing or releaſe ſealed and delivered as aforeſaid, being certified under the hands of two or three ſufficient witneſſes, ſafe, whole, uncancelled and undefaced, that then, &c. or elſe,&c.

A Condition to ſuffer a mans wife to make her Will.

THe Condition,&c. that whereas the within bound A. B. ſhall ſhortly by Gods grace, marry and take to wife C. D. late the wife of E. F. deceaſed, and by reaſon and meanes of the ſaid marriage, he the ſaid A. B. ſhall be greatly preferred and advanced in ſubſtance and riches, in conſideration whereof, if ſo be that the ſaid A. B. after marriage had and ſolemnized between him and the ſaid C. D. do quietly permit and ſuffer the ſaid C. D. if ſhe fortune to deceaſe before

fore the ſaid A. B.) to declare and make her Will in writing, or otherwiſe by word of mouth, and in the ſame to give, will and bequeath, or otherwiſe to aſſign and diſpoſe of, at her free-will and pleaſure, to and amongſt her kindred, friends & acquaintance, or to any of them, or to any other perſon or perſons, as to her ſhall be thought meet and convenient, the ſum of, &c. of, &c. And further, if the ſaid A. B. his executors, adminiſtrators or aſſigns, or any of them, upon reaſonable requeſt to him, them or any of them to be made, by any ſuch perſon or perſons, to whom the ſaid C. D. ſhall ſo give and bequeath any ſuch ſumme or ſummes of money, extending no further than to the ſaid ſumme or value of, &c. as is aforeſaid, do well and truly pay or cauſe to be paid, all and every the ſaid ſeverall ſum and ſums of mony, gifts and requeſts ſo to be given and bequeathed by the ſaid C. D. and in ſuch manner as ſhall be by her appointed, that then, &c. or elſe, &c.

A Condition to marry one by a day, or elſe pay a ſum of money.

THe Condition, &c. that if the within bound A. B. do on or before the, &c. of, &c. lawfully eſpouſe, marry and take to wife one E. K. the daughter of, &c. if ſhe the ſaid E. will thereunto aſſent and agree, and the Eccleſiaſtical laws permit and ſuffer the ſame: but in caſe it ſhall happen the ſaid E. K. and A. B. or either of them to die or deceaſe before ſuch marriage had and ſolemnized as aforeſaid, then if the ſaid A. B. his executors, adminiſtrators and aſſignes, do well and truly pay, &c. to the ſaid E. K. her executors or aſſignes the ſumme of, &c. on, &c. at, &c. that then, &c. or elſe, &c.

&

A Condition to be true Priſoner.

THe Condition, &c: that if I. H. Merchant of St. Lucas, which now is in the priſon of the Commonwealth of England, under keeping of the Sheriff within written, as well by reaſon of writ of, &c. of the Statute of the Staple, containing the ſumme of, &c. as alſo for other certain actions, cauſes and ſutes on the behalf of R. S. &c. moved and commenced, be from henceforth true and faithful Priſoner, tarrying and remaining with the ſaid Sheriff and his Deputies till the ſame I. H. be fully diſcharged and acquitted of the ſaid actions, and then content and pay to the ſaid Sheriff, &c. all and ſingular coſts, charges, fees and other duties, in ſuch caſes heretofore accuſtomed to be paid, that then, &c. or elſe, &c.

A Condition to ſave harmleſſe for being bound for the appearance of a man.

THe Condition, &c. that whereas the within named O P. at the ſpecial inſtance, requeſt and deſire of the within bound Sir E. G by one obligation bearing the date within written, ſtandeth bound jointly and ſeverally with the ſaid Sir E. G. and the within bound A. M. unto R. H. and H. H. Sheriffs of the City of London, in the ſumme of, &c. of, &c. with a condition there under written, for the appearance of the ſaid Sir E. G. before the Juſtices of the Court of Common-Pleas at Weſtminſter, on, &c. next, &c. to anſwer to C. G. of a plea of treſpaſſe, as by the ſame obligation and condition thereof more at large appeareth; if therefore the ſaid Sir E. G. do according to the tenor and true meaning of the obliga-

tion

tion, and condition above recited, appear before the ſaid Juſtices of the ſaid Court, &c. on the day in and by the condition of the ſaid obligation limited and appointed for his appearance, to anſwer unto the ſaid C. G. in a plea of treſpaſſe; And alſo if the ſaid Sir E. G. his executors and adminiſtrators, and every of them, do from time to time, and at all times hereafter, freely and clearly acquit, diſcharge, or ſave and keep harmleſſe the ſaid G. P. his heirs, &c. and his and their goods, and every of them, againſt the ſaid Sheriff of the City of London, and againſt all other perſons whatſoever, of and for the ſaid obligation, and condition above recited, and penalty in the ſaid obligation contained, and every part and parcel thereof, and of and from all actions, ſutes, judgements, executions, condemnations, damages and demands, touching or concerning the ſame, that then, &c. or elſe, &c.

A Condition wherein the Factor is truly bound to ſerve the Merchant *and no other.*

THe Condition, &c that if the within bound I. O. do from the day of the date within written, unto the end and term of four years from thence next enſuing, and fully to be compleat and ended, well, truly and faithfully ſerve the within named L. S. & his aſſignes, in the trade and traffique of merchandizes, as well in this Realm of England, as in any other parts beyond the ſeas; and alſo if the ſaid I. O. at all times hereafter, and from time to time during the ſaid term of four years, upon the reaſonable requeſt of the ſaid L. S. his executors, adminiſtrators or aſſignes, to be made to the ſaid I. O. do make, yield and deliver unto the ſaid L. S. and his aſſignes, as from any other perſon or perſons, by his or their aſſignes, notes and teſt of all ſuch ſumme or ſummes of money, as ſhall

appear upon the foot of every ſuch accompt or reckoning, as ſhall be ſo yielded, made and delivered by the ſaid I. O. to the ſaid L. S his executors, adminiſtrators or aſſignes, in form aforeſaid, and further, if the ſaid I. O. at any time hereafter, during the ſaid term of four years, as the ſaid I. O. ſhall be Factor, Doer or Agent for the ſaid L. S. and his aſſignes, by any manner of wayes or means, do not traffique or merchandize, or do the affairs or buſineſſe of any manner of perſon or perſons whatſoever, other than the ſaid L. S. and his aſſignes, without the ſpecial licence, conſent, will, knowledge and agreement of the ſaid L. S. his executors, adminiſtrators or aſſigns, thereunto firſt had and obtained in writing, under his and their hand and ſeal, that then, &c. or elſe, &c.

A Condition to pay uſe for Orphanage or Legacie-money belonging to Orphans.

THe Condition, &c. whereas the within bound A. B. and C. D. on the day of the date within written, have in their hands, poſſeſſion and cuſtody, the ſumme of, &c. of, &c. being Orphanage or legacy-money, appertaining unto E. F. and G. H. Children and Orphans of I. K. late Citizen and Grocer of London deceaſed, for the ſure payment whereof at ſuch time or times, as the ſaid Orphans ſhall be ſeverally capable of their ſeveral portions, according to the cuſtom of the City of London, or according to the dayes and times limited in the Teſtament and laſt Will of the ſaid I. K. father of the ſaid E. F. and G. H. the ſaid A. B. and C. D. with other ſureties ſtand obliged and bounden by recognizance, taken and acknowledged in the Orphans Court of the City of London, to the Chamberlain of the ſaid City for the

the time being, in certain competent penalty or certain penalties, according to the cuſtome of the ſaid City; And whereas the charge, education, keeping and bringing up the ſaid Orphans, is committed unto the ſaid I. K. and S. his wife, mother of the ſaid Orphans; if therefore the ſaid A. B. and C. D. or either of them, or the executors, adminiſtrators and aſſignes of them or either of them, do every year yearly during ſo long time as the ſaid ſumme of, &c. or any part thereof ſhall continue and be in the uſe and occupation of them the ſaid A. and C. or either of them, or of the executors, adminiſtrators or aſſignes, of them or any of them, do well and truly pay or cauſe to be paid to the ſaid I. K. his executors or aſſignes, for and toward the charge and education of the ſaid Orphans, or of ſuch of them as ſhall longeſt continue, and be in his or their Orphanage or minority, for the uſe, loan or occupation of the ſaid ſumme of, &c. or of ſuch part thereof, as ſhall longeſt continue, and be in the uſe, poſſeſſion and occupation of them the ſaid A. B. and C. D. or either of them, or the executors or aſſigns of them, or any of them, after the rate and allowance of 6 l. 13. ſh. 4. d. of, &c. for every hundred, and after the rate for a leſſer ſumme, as the cauſe ſhall require, the ſame allowanee to be paid quarterly, at the Feaſts of, &c. yearly by equal portions, at or in the, &c. that then, &c. or elſe, &c.

A Condition for the executing of a Gaolerſhip.

THe Condition, that if the within bound I. W. his executors and aſſignes, do well and truly execute and uſe the office of Gaolerſhip in the County of E. and alſo do well, ſurely and ſafely keep all and every ſuch perſon and perſons, now being in the priſon

of the Common-wealth of England, in the ſaid County of E. or that hereafter ſhall be committed to the ſaid Gaol, or to the ſaid I. W. & further that if the ſaid I. W. his executors or aſſigns, at his or their proper coſts, do ſafely carry, bring and re-carry all perſons in the ſaid Gaol now being, or that at any time hereafter ſhall be priſoners there, to any ſuch place or places as the ſaid Sheriff, or his aſſignes ſhall appoint or name within the ſaid County of E. and furthermore be truly and diligently attending, aiding and aſſiſting the ſaid Sheriff and his under-Sheriff and Deputies, at all and every time and times, when any execution ſhall be done, within the ſaid County, to and upon any perſon or perſons, attainted or to be attainted for treaſon, fellony, murther or hereſie, or otherwiſe, or for any other cauſe, unto the end of the execution: And further if the ſaid I. W. his executors and aſſignes, do diſcharge and ſave harmleſſe the ſaid Sheriff, his heirs, executors, adminiſtrators and aſſignes, againſt the Common-wealth of England, and againſt all and every other perſon and perſons, and from all manner of eſcapes, damages and loſſes, fines, iſſues and amerciaments, which by the negligence or otherwiſe of the ſaid I. W. his executors or aſſignes, that the ſaid Sheriff ſhall or may in any wiſe be charged or incumbred with, or ought to be charged by the law, by reaſon of the office of the Sheriffwick of the ſaid County, from time to time, & do content and pay to the ſaid Sheriff, his heirs, executors or aſſignes, all ſuch ſumme and ſummes of money, as the ſaid Sheriff, his heirs, executors or aſſignes, ought to pay to the Common-wealth, or to any other perſon or perſons, or be due to the ſaid Sheriff, by reaſon of the ſaid office of Gaolerſhip, that then, &c. or elſe, &c.

A Condition for re-assurance of lands.

THe Condition, &c. that if the within bound A.B.his heirs, executors, administrators and assigns, and every of them,do from time to time,and at all times hereafter, upon the reasonable requeſt, at the coſt and charges in the law of the within named C D. make, knowledge and ſuffer unto the ſaid C.D.his heirs or aſſigns,or unto ſuch other perſon or perſons as he or they ſhall name and appoint,all and every ſuch lawfull and reaſonable act & acts, thing and things, deviſe and deviſes in the law, as by the ſaid C.D his heirs or aſſignes, or by his or their councell learned in the law ſhall be reaſonably adviſed or deviſed, for the aſſurance and conveying unto him the ſaid C.D. his heirs and aſſigns for ever, abſolutely without any manner of condition or morgage,all ſuch tenements, lands, meddows, leaſes, paſtures and hereditaments whatſoever,with all and ſingular their appurtenances,ſituate, lying and being in &c al which,&c now are,or late were in the tenure or occupation of,&c.or his aſſigns, & ſometimes were in the tenure of,&c.or his aſſigns,which ſaid lands, tenements meddows,leaſes, paſtures and hereditaments, were lately conveyed,bargained & ſold unto the ſaid A.B and his heirs by W.M. of,&c.as by an Indenture thereof made between the ſaid W.M.on the one parr, and the ſaid A B.on the other part,bearing date the, &c. laſt paſt before the date within written, more plainly at large it may appear: And alſo if the ſaid land,tenements,meddows, leaſoes, paſtures & hereditaments, & all and ſingular other the premiſſes, with th'appurtenances,now be & at al times hereafter ſhal be free and clearly diſcharged,or otherwiſe ſufficiently ſaved and kept harmleſſe by the ſaid A. B. his

heirs, executors and administrators, of and from all and every bargain, sales, leases, titles, troubles and incumbrances whatsoever, had, made or done, or hereafter to be had, made or done by the said A. B. his heirs or assigns, that then, &c. or else, &c.

A letter of Attorney contained in the latter end of an Indenture.

AND furthermore the said G. C. and T. N. have made, ordained, nominated and appointed, and by these presents do make, ordain, nominate and appoint R. B. Esquire, and T. W. Gent. their true, sufficient and lawfull Attorneys, jointly and severally for them, and in their names and stead, into and upon all and singular those the said two parts, &c. and other the premisses, or into any part thereof, in the name of the whole to enter, and peaceable and quiet possession and *seisin* thereof, for them and in their names to take, and after such possession and *seisin* thereof had or taken as aforesaid, for them and in their names, stead and places, peaceable and quiet possession, livery and *seisin* of all and singular the said premisses, or any part thereof, in the name of the whole, to deliver unto the said H. B. his heirs or assigns, or his or their certain Attorney in that behalf, ratifying, allowing and confirming all and whatsoever their said Attorneys, or either of them, shall do or cause to be done, in or about the premisses by these presents. In witnesse, &c.

A Release of a Proviso.

KNow all men by these presents, that I. B. C. of, &c. for divers good causes and considerations me hereunto moving, have remised, released and, quit-

quit-claimed, and by these presents for me, my executors, administrators and assigns, do remise, release and for ever quit-claim unto L. M. of, &c. his heirs, executors and assigns, as well one proviſoe or condition, and all and every the ſumme and ſummes of money ſpecified in the ſame proviſoe or condition, contained and comprized in one pair of Indentures of bargain and ſale, bearing date the, &c. in the, &c. made between me the ſaid B. C. of the one party, and the ſaid M. L. of the other party, as alſo all and all manner of actions and ſutes, cauſe and cauſes of actions and ſutes, for or concerning the ſaid proviſoe, In witneſſe, &c.

A Releaſe of a Covenant mentioned in an Indenture of Leaſe.

TO all, &c. A. B. of, &c. ſendeth greeting. Whereas in and by one Indenture of Leaſe, bearing date, &c. made between E B. of th' one party, and the ſaid A. B. of th' other party, there is contained a covenant in theſe words following, *viz.* (reciting the Covenant *verbatim* as therein contained,) whereunto relation being had, it doth and may more at large appear; now know ye, that I the ſaid A. B. for divers good cauſes and conſiderations me hereunto eſpecially moving, have remiſed, releaſed and quit-claimed, and by theſe preſents, for me, my executors and admin ſtrators, do fully and clearly remiſe, releaſe and quit-claim unto the ſaid E. B. his executors & aſſigns, the ſaid covenant, grant, clauſe, agreement and article, before rehearſed and mentioned, and all and every other matter, thing and things ſpecified, declared and contained in the ſame covenant, clauſe and agreement, and all the benefit, profit, advantage and commodity, that by any manner of means

may or might arise, grow, come or happen to me the said A.B. for or by reason , or touching or concerning the same covenant, clause, article, or agreement, or any word, sentence, matter, thing or things therein contained, so that the said E. B. his executors and assigns, and every of them, from henceforth for ever shall be clearly and fully acquitted, released and discharged against me the said E. B. my executors and administrators, and every of us, of, from, and for the said covenant, grant, clause, article and agreement before rehearsed, and of and for every thing & things touching or concerning the same, and that this present release shall not in any wise extend to any other covenant, clause or article before rehearsed, for and during the said term, &c. In witness, &c.

A bargain and sale of woods.

THis Indenture, &c. between, &c. witnesseth, that the said I. M. for the considerations hereafter in these presents expressed, hath bargained and sold, and by these presents doth bargain and sell unto the said F. M. all those woods, underwoods and trees whatsoever, standing, growing, lying or being, in and upon all that wood & wood-ground, called or known by the name of, &c. in the County of, &c. parcell of the manor of &c. in the same County (except and alwayes reserved) out of this present bargain and sale, unto the said I. M. his heirs and assigns, 50. trees of Oak to be taken and marked by the said I. M. or his assigns, in such manner as hereafter in these presents is expressed, *viz.* It is agreed between the said Parties to these presents, and either of them severally for himself, his executors and administrators, covenanteth & granteth to and with the other of them, his executors and administrators , that the said F. M. shall

or

or may firſt chooſe ten oaks, and after the ſaid I. M. to chooſe ten other, ſo either of them one after another ten oaks, untill the ſaid I. M. or his aſſignes, have made choice of the ſaid number of 50. trees before excepted, in conſideration of which ſaid bargain and ſale, the ſaid F. M. doth covenant, &c. to and with the ſaid, &c. that he the ſaid F. M. his, &c. ſhall well and truly pay, &c. unto the ſaid I. M. his, etc. the ſumme of, etc. on the, etc. at, etc. and further the ſaid I. M. doth covenant, etc. to and with, etc. that it ſhall and may be lawfull, to and for the ſaid I. M. his executors and aſſignes, at all ſeaſonable times of the year, after choice made by the ſaid I. M. or his aſſigns, to the ſaid 50. trees to him excepted, as aforeſaid during the ſpace of, etc. next enſuing the date hereof, to fell, cut down and carry away the ſaid woods, underwoods and trees, before by theſe preſents bargained and ſold, and every of them, except before excepted, and likewiſe the ſaid F. M. doth covenant, etc. to and with, etc. that he the ſaid F. M. his executors or aſſigns, ſhall and will at every felling, of which he or they ſhall make of the ſaid woods, underwoods or trees, leave ſtanding or growing, ſo many ſtaddles and ſtoriers, as by the laws and ſtatutes in that caſe provided, are or ought to be left, for and in recompence of which ſtaddles and ſtoriers ſo to be left, the ſaid I. M. for him, his executors and adminiſtrators, doth covenant, promiſe, grant and agree to pay or cauſe to be paid, upon reaſonable requeſt, unto the ſaid F. M. his executors or aſſignes, ſo much money, as by two perſons whereof the one to be choſen by the ſaid I. M. th'other by the ſaid F. M. ſhall be thought reaſonable, and by them limited & appointed: And furthermore the ſaid I. M. doth covenant, etc. to and with, etc. that if the ſaid F. M. his, etc. do pay, etc. unto the

ſaid

ſaid I.M.his,&c.the ſaid ſum of,&c.at the dayes, time and place before limited for the payment thereof, and in ſuch manner and form as is aforeſaid,that then one recognizance in the nature of a Statute Staple bearing date,&c. taken and knowledged,&c. wherein the ſaid F.M.ſtandeth bound to the ſaid I.M. in the ſumme of,&c.ſhal be utterly voyd,and of none effect! In witneſſe,&c.

An aſſignment of an extent upon a Statute

THis Indenture made the,&c. between T.O. of, &c.of th'one Party, and Sir L. L. of, &c. and L.B. of,&c.of th'other Party, witneſſeth, that whereas T.R. of, &c. R. R. of, &c. and R. B. of, &c. by their recognizance in the nature of a ſtatute Staple, bearing date the,&c. taken and acknowledged before, &c. did acknowledge themſelves to owe to the ſaid T.O. the ſumme of, &c. payable, as in & by the ſaid Statute or Recognizance more at large appeareth : And whereas alſo certain writs of extent, bearing date the, &c. in the, &c. were awarded out of the Court of Chancery, being directed to the then Sheriff of the County of *York*, by vertue of which Writ ſo directed into the County of *York*, the ſame then Sheriffe, did extend all that the manor or capitall meſſuage, &c. in the, &c. and divers lands, tenements, &c. as in and by an Inquiſition thereof had and taken by the ſaid Sheriffs at R. in the County of *York* aforeſaid, bearing the, &c. then laſt paſt, annexed to the ſaid Writ of extent, and remaining of Record in the High Court of Chancery, more at large doth and may appear, and whereas alſo afterward Sir M.W.Knight,then Sheriff to the ſaid County of *York* by vertue of a writ of *Liberate*, likewiſe directed

ſected to the ſaid Sheriff, hath delivered poſſeſſion and ſeizin of the ſaid manor or capitall meſſuage, and of and in divers lands, tenements, meddows, feedings and paſtures with their appurtenances in M. aforeſaid in the ſaid County of *York*, &c. unto the ſaid T. O. to have and to hold the ſaid recited premiſſes in the ſaid Writ mentioned, unto him the ſaid T. O. and his aſſigns as his free-hold, untill the ſaid debt of, &c. with coſts, charges and damages, ſhould be of the ſaid manor, lands and tenements ſo extended and delivered ſhould be paid, as in and by the ſaid Writ of *Liberate* remaining of Record in the high Court of Chancery more at large appeareth; Now this Indenture further witneſſeth, that the ſaid T. O. for and in conſideration of a competent ſum of good and lawfull money of *England* to him in hand, at and before th'enſealing and delivery of theſe preſents, by the ſaid Sir R. L. and L. B. well and truly contented and paid, whereof and wherewith he acknowledgeth himſelf fully ſatisfied and paid, and thereof and of every part and parcell thereof, doth clearly acquit, exonerate and diſcharge the ſaid Sir R. L. and L. B. their heirs, executors and adminiſtrators, and every of them, for ever, by theſe preſents, hath given, granted, bargained, ſold, aſſigned and ſet over, and by theſe preſents doth fully, clearly and abſolutely give, grant, bargain, ſell, aſſign and ſet over unto the ſaid Sir R. L. and L. B. their executors, adminiſtrators and aſſigns, all the eſtate, right, title, intereſt, property, claim and demand whatſoever, which he the ſaid T. O. now hath or had, or may, might or ought to have, of, in or to the ſaid manor or capitall meſſuage, lands, tenements, hereditaments and premiſſes in M. aforeſaid, and of, in and to the moiety, &c. and of, in and to every part and parcell thereof, with th'appurtenances, by force and vertue of the

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ſaid extent, inquiſition and *Liberate* aforeſaid, and every or any of them, or in them, or any of them contained, to have and to hold, occupy, poſſeſſe, receive, take and enjoy the ſaid manor of M. the ſaid moiety of, &c. and all and ſingular other the premiſſes before mentioned, with their appurtenances, together with all rents, iſſues, profits, commodities and advantages thereof whatſoever unto the ſaid Sir R. L. and L. B. their heirs and aſſigns, to the only proper uſe and behoof of them the ſaid Sir R. L. and L. B. their heirs and aſſigns for ever, for and during the term and continuance of the ſaid Extent, untill the ſaid ſumme of, &c. with the coſts, damages and charges be out of the ſaid manor and other the premiſſes extended as aforeſaid, fully ſatisfied, contented, and paid, as is aforeſaid. In witneſſe, &c.

A *Condition for finding apparel for an Apprentice by his friends.*

THe Condition, that whereas I. R. ſon of the within bound E. R. by his indenture of Apprenticeſhip, bearing date, &c. laſt paſt, before the date within written, hath put himſelf Apprentice to the within named H. S. to the Art which he now uſeth, and with him to ſerve and dwell after the manner of an Apprentice, from the day of the date of the ſame indenture, for and during the term of eight years from thence next enſuing, and fully to be compleat and ended, as by the ſame Indenture may appear: and whereas it is intended and agreed upon by and between the ſaid E. R. and H. S. that he the ſaid E. R. his executors or adminiſtrators, or ſome of them, ſhall from time to time, and at all times, during the ſaid term of eight years, find and provide to and for the ſaid I. R. good, ſufficient and neceſſary rayment and apparell, as doublet, hoſe, ſhoes, ſtockings, ſhirts, bands,

bands, cloak, hat and all things needful and convenient for such an Apprentice, if therefore the said E. R. his executors, administrators or assignes, do and shall yearly, and every year at or before the Feast of Easter, during all the syd term of, &c. find and provide to and for the said I. R. such sufficient rayment and apparel as aforesaid, and at all other time and times needful during all the said term, or otherwise in default thereof, well and truly pay or cause to be paid unto the said H. S. his executors, administrators and assignes, at or in, &c. the sum of 3 l. 6 s. 8 d. of, &c. for and towards the said Apparel, on or before the Feast-day of the Ascension of our Saviour, in every year yearly, during the said term, without fraud or coven, that then this, &c.

A Condition to save harmlesse from bond.

THe Condition of this, &c. that if the within bound L. D. his executors, administrators or assigns, or any of them, do and shall on this side, or before the, &c. next coming, clearly acquit and discharge the above named E. A. his executors and administrators, out of and from all and every bond and bonds, obligation and obligations whatsoever, wherein and whereby the said E. A. standeth jointly obliged and bounden with the said L. D. to any person or persons whatsoever, for payment of any sum or sums of money, that then, &c.

A Condition for money (given by a Will) to be lent gratis.

THe Condition, &c. that whereas A. B. &c. by his last Will and Testament, bearing date, &c. did give and bequeath unto the Parson and Church-wardens

dens of the parish of, &c. the sum of, &c. to be lent unto young men of the said parish, upon sufficient Sureties for two years *gratis*, and so from two years to two years to some other young men of the same parish, by 10 l. a man without paying any consideration for the same, as by the same Will more at large may appear, of which said summe of, &c. the within bound W. L. the day of the date within written, hath had and received 10 l according to the meaning of the said Will; if therefore the said W. L. his executors, administrators or assignes, or any of them, do well and truly content and pay, or cause to be paid unto the within named H. I. T. I. and R. I. or any of them, their or any of their executors, administrators or assignes, the said summe of, &c. on the, &c. which shall be in the year of our Lord God, 1631. at or in, &c. that then this, &c.

A Condition that one Executor shall not release any of the Testators debts or goods, without the consent of the other Executor.

THe Condition, &c. that whereas I. H. of, &c: by his last Will and Testament, bearing date the, &c. published and declared in writing, did make and ordain the within named E. W. and the within bound K. E his executors of the same his last Will and Testament, and afterwards died, after whose death the administration of all and singular the goods, chattels, credits and debts, which of late were the said I. H. were and are lawfully committed unto the said E. W. and K. E. if therefore the said K. E. hath not at any time or times heretofore, neither he the said K. his executors nor administrators, nor any of them shall at any time or times hereafter remise, release, or otherwise discharge any of the debts, duties, specialties, summe

ſumme and ſummes of money, or other thing whatſoever, due and owing to the ſaid I. H. at the day of his death, or yet any of the action or actions, ſutes, plaints, pleas, proceſſes, judgements or executions whatſoever had, commenced, brought, or at any time or times hereafter, to be ſued, had, commenced, brought, purſued or executed by vertue of the ſaid Will, againſt any perſon or perſons whatſoever, for or by reaſon of any of the ſame ſpecialties, ſumme or ſummes of money, debts, duties, or other things due and payable as aforeſaid, or otherwiſe diſcontinue by non-ſute or *retraxit* in the ſame action or actions and ſutes aforeſaid, or any of them, ſo commenced or brought, or to be ſued in form aforeſaid, without the eſpeciall licence, conſent and agreement of the ſaid E. W. his executors or adminiſtrators firſt had and obtained in writing, ſigned and ſealed with his their or ſome of their hands and ſeales, that then, &c.

A Condition that one ſhall not become bound for any perſon, by writing or promiſe, without conſent.

THe Condition, &c. that if, &c. A. B. ſhall not at any time or times hereafter, by his writing obligatory, ſigned or ſealed with his hand, make or ſeal, or by any other writing or bale, promiſe or contract whatſoever, or otherwiſe ſolely by himſelf, or jointly or ſeverally with any perſon or perſons, become or ſtand bound, as Surety with, to or for any perſon or perſons, in or for payment of any ſumme or ſums of money to any manner of perſons, for the debt, duty, or any cauſe whatſoever, of any perſon or perſons whatſoever, (above the ſumme of 40 l. of, &c.) other than for his own onely debt, duty or cauſe, without the

the ſpecial conſent, aſſent and licence of the within named C. D. firſt had and obtained in writing, under his hand and ſeal, that then, &c.

A Condition to ſurrender land, or pay money in lieu thereof.

THe Condition, &c. that if, &c. A. I. and his heirs, or ſome of them, within the ſpace of, &c. next enſuing the date hereof, upon reaſonable requeſt to him or them made, by the within named R. H. his heirs or aſſignes, or any of them, and at his or their coſts and charges in the law, do make and procure, or cauſe to be made and procured, to the uſe of the ſaid R. H. and his heirs for ever, according to the cuſtome of the manor of, &c. ſufficient and lawful ſurrender and aſſurance, of and in one meſſuage or tenement cuſtomary ſometimes called the, &c. with all barns, ſtables, orchards, gardens and other th'appurtenances to the ſame adjoining and belonging, ſituate, &c. diſcharged or ſaved harmleſſe from all former ſurrenders, charges and incumbrances, made, done or committed by him the ſaid A. I. or his heirs, or by any other perſon or perſons, by whom ſuch ſurrender ſhall be ſo made, the fine or fines, for or by reaſon of ſuch ſurrender or admiſſion upon the ſame, and the rents and ſervices, from henceforth to be due to the Lord or Lords of the ſaid manor of whom the premiſſes are holden, or by parcel, (only excepted and fore-prized) and if in caſe the ſaid R. H. or his heirs, within the ſpace of, &c. now next enſuing, ſhall diſlike to accept of ſuch ſurrender, and ſhall not make any ſuch requeſt for the ſame, as is aforeſaid, then if in lieu and recompence thereof, the ſaid A. I his heirs, executors, adminiſtrators or aſſignes, or any of them, do at th'end of the

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ſame year now next enſuing, or at the furtheſt with-in three months then next following, well and truly pay or cauſe to be paid unto the ſaid R.H. his execu-tors or aſſigns; at or in, &c. the ſumme of, &c. of lawful, &c. without fraud or coven, that then, &c.

A Condition, &c. to keep peace

THe Condition, &c. that if, &c. B. W. at all times hereafter do well and honeſtly bear & behave himſelf, as well in word as in deed, towards the within named I. R. and all his, as any honeſt man ought to do, and alſo if the ſame B.W. at all times hereafter do keep the, &c. in his own proper perſon towards the ſaid I. R. and all his: and further if the ſaid B.W. at no time hereafter, do vex, ſue, moleſt or trouble, or cauſe to be ſued, vexed, moleſted or troubled, the ſaid I. in his body, goods or otherwiſe, by any manner of means, for any matter, cauſe, or thing whatſoever it be, that then, &c.

A Condition to juſtifie all ſuch actions as ſhall be commenced by vertue of a letter of Attorney, and not to releaſe, &c.

THe Condition, &c. that if, &c. W.L. his, &c. do at all times hereafter, and from time to time juſtifie, averre, maintain and allow all ſuch actions, ſutes, writs, pleas, plaints, premiſſes, condemnations, judgements, executions and demands, as the within named E.S. his, &c. ſhall at any time hereafter commence, exhibit, procure or proſecute by force of a letter of Att. bearing the date within written, made from the ſaid W.I. to the ſaid E.S. againſt all or any the perſon, perſons or debtors therein named, their heirs, executors or adminiſtrators, for the recovery

of the severall summes of money, by every of them severally owing, mentioned in the said letter of Attorney, to the only use therein specified. And do permit and suffer the said E.S. his, etc. to recover and receive all and every the said debts and summes of money, and the costs, damages, profits of sutes, and other commodities and advantages, to come or grow any way by the same, to the use of the said E.S. his, etc. for ever, without account, without release, acquittance, discharge, non sute, countermand, disavoury, retraction or other avoiding of the same persons, summes of money, debts, sutes or other demands, accruing upon the same, without the consent of the said E.S. his, etc. first had and obtained for the same, that then, etc.

A Condition to pay mony according to a Proviso in a bill of sale.

THe Condition, etc. that whereas the within bound R.H. by his bill of sale, bearing date the day of the date within written, hath bargained, sold, and delivered in plain and open market, according to the custome of the City of London, unto the within named T.C. three gilt bowls, weighing 60 ounce, etc. to have and to hold, etc. with a Proviso contained in the said bill of sale, that if the said R. H. his, etc. do pay, etc. unto the said etc. that then this, etc. as by, etc. and whereas the said T.C. doth esteem and value that the said three gilt bowls, etc. not to be worth the said summe of, etc. contained in the said bill of sale, if therefore the said R. H. his, etc. do pay, etc. unto the said T.C. his, etc. the said summe of, etc. on the day and at the place mentioned in the said Proviso, and thereby redeem the premisses, out of the hands and possession of the said T.C. his, etc. that then, etc.

A Condition to do ones endeavour for the recovery of the debt againſt the Surety.

THe Condition, &c. that whereas the abovebound I. H. hath obtained ſeverall judgements againſt M. W. Eſquire, and T. B. Gent. upon one obligation, wherein the ſaid T. B. and M. W. ſtand bound unto the ſaid I. H. in the ſumme of 215. l. with condition for payment of 107. l. 10. ſh. as by the Records remaining in the Court of Common-Pleas at *Weſtminſter* may appear, if therefore the ſaid I. H. his executors, adminiſtrators and aſſigns, do and ſhall from time to time, and at every time and times hereafter, do and uſe his and their beſt means and endeavours, with effect, by Writ or Writs of execution, or by other Writs or means, lawfully to recover and receive of the ſaid M. W. his heirs, executors or adminiſtrators, or of his or their lands, tenements, goods, chattels or hereditaments the ſaid ſumme of 215. l. and coſts of ſute heretofore obtained by judgement, as aforeſaid, without releaſing the ſaid ſumme of money as aforeſaid, or any part thereof, except it be by agreement and conſent of the ſaid H. B. his executors, adminiſtrators or aſſigns; and alſo do and ſhall well and truly pay, or cauſe to be paid unto the ſaid H. B. his executors, adminiſtrators or aſſigns, the ſaid ſumme of, &c. and coſts of ſute, or ſo much thereof as ſhall be received by the ſaid I. H. his executors, adminiſtrators or aſſigns, of the ſaid M. W. his heirs, executors or adminiſtrators, or his or their goods, chattels, lands or tenements, upon or by reaſon of the ſaid Judgement, and that within two moneths next after he or they ſhall have received the ſame without fraud or coven, that then, &c.

A Condition for quiet enjoying of a Messuage sold.

THe Condition, &c. that if the within named I. M. his heirs and assigns, and every of them, shall and may for evermore, from henceforth peaceably and quietly have, hold, occupy, possesse and enjoy all that messuage, tenement and lands situate, lying and being in, &c. and every part and parcel thereof, mentioned to be bargained and sold, by the within bound R. W. to the said I. M. in and by a certain Indenture and bargain of sale, bearing date the day of the date within written, made between the within bound R. W. and A. his wife on th'one part, and th'above named I. M. on th'other part, clearly discharged, or otherwise sufficiently saved harmlesse, of and from all and all manner of estates, titles, charges and incumbrances whatsoever, at any time heretofore had, made, committed, permitted, suffered or done by the said W. or by his means or procurement, that then, &c.

A Condition to pay a yearly summe of money for a wifes jointure during her life.

THe Condition, &c. that if the above bound T. P. his heirs, executors, administrators or assigns, or any of them, do well and truly pay or cause to be paid unto K. the now wife of the said T. P. for and in the name of her jointure, yearly and every year for & during the term of the natural life of the said K. if she shall survive and overlive the said T. P. her husband, the yearly summe of, &c. at four most usuall Feasts in the year, that is to say, at, &c. by even and equall portions, the first payment thereof to begin and to be made at the Feast of the said Feasts, which shall

firſt and next happen after the death of the ſaid T. P. if ſhe the ſaid K. ſhall be then living, and alſo if when any of them, the Sureties of the ſaid T. P. ſhall happen to die or depart his natural life, the ſaid K. living, the Survivor of them, within one moneth next after his death, ſhall procure one ſufficient Surety to become bound with the then ſurviving obligor in the like ſumme and under the ſame Condition, and ſo from time to time during the life of the ſaid K. upon the ſealing and delivery of every which new bond, the former bond to be delivered to the ſurvivor to be cancelled, that then, etc.

A Condition to endeavour to diſcharge an obligation by a day.

THe Condition, etc. that if etc. do and ſhall uſe his beſt endeavour for and in diſcharge of one obligation, bearing date the, etc. wherein the within named D. W. and B. B. of, etc. are and ſtand bound unto the ſaid M. B. deceaſed, in the ſumme of 100 l. for payment of 52 l. at a day already paſt, and do thereof acquit and diſcharge the ſaid D. W. and B. B. and either of them, their and either of their executors, adminiſtrators and aſſignes, of and from all actions, ſutes, troubles, coſts and charges whatſoever, of, for and concerning the ſaid obligation, or ſums of money therein contained, that then this, etc.

A Condition reciting an abſolute bargain & ſale is made to one for the Indemnity of a bond, if the money be paid upon the bond the grantee is bound to re-aſſure.

THe Condition, etc. that whereas the within named I. T. by his deed indented, bearing date the

day of the date within written, for the indemnity, discharge and saving harmlesse of the within bound Sir M. W. his heirs, executors and administrators; of, for, from and concerning one obligation, bearing date the, &c. within written, wherein the said Sir W. M. for the onely debt of the said I. T. together with the said I. T. is and standeth bound unto E. P. Esquire, in the summe of, &c. with condition for payment of, &c. on the, &c. next coming, hath granted, bargained, sold and confirmed unto the said Sir M. W. his heirs and assignes for ever, all that close, &c. with the appurtenances called or known by the name of, &c. situate, lying and being in, &c. as by the same deed inrolled in the High Court of Chancery, amongst divers other things therein contained, may more at large appear; if therefore the said Sir M. W. his heirs or assignes, in whom the estate of the before mentioned premisses, is or shall be vested or settled, do and shall upon reasonable request to him or them to be made in that behalf, by the said I. T. his heirs or assignes, (after that the said I. T. his heirs, executors, administrators or assignes, shall have paid the said 104 l. and acquitted and discharged the said Sir M. W. his heirs, executors, administrators and assignes, of and from the said obligation, and the summe and summes of money therein contained,) at the costs and charges in the law of the said I. T. his heirs or assignes, re-convey and re-assure unto the said I. T. his heires and assignes for ever, the said Closes called, &c. with the appurtenances, with warranty therein to be contained, against the said Sir M. W. his heirs and assignes only, so as he or they be not compelled to travell for the making of the said assurance, further than the place of his or their abode and residence at the time of such request made, that then, &c.

A Condition (reciting a surrender of land upon condition) that if the money be not paid according to the condition, the Obligor may enjoy the lands, &c.

THe Condition, &c. that whereas the within bound T. I. hath the day of the date within written, surrendred into the hands of the Lord of the mannor of H. in the County of, &c. out of Court, by the hands of A. B. and C. D. two of the customary tenants of the said mannor, according to the custome of the said mannor, one messuage or tenement, &c. with all and singular their and every of their appurtenances, now or late in the tenure or occupation of the said T. I. his assignee or assignees, to the only use and behoof of the within named F. A. and of his heirs and assignes for ever, according to the custom of the said mannor, nevertheless upon condition for payment of, &c. at or in, &c. as by the same surrender more at large appeareth; if therefore the said F. A. his heirs and assignes, and every of them, shall or may from time to time, at all times for ever, from and after default made in payment of the said summe of, &c. at the day and place appointed for payment thereof, as aforesaid, lawfully, peaceably and quietly have, hold, occupy, possesse and enjoy the same messuage or tenement, lands, and all and singular other the premisses, in and by the said surrender mentioned and expressed, clearly and absolutely acquitted and discharged, or otherwise by the said T. I. and his heirs, sufficiently saved and kept harmelesse, of and from the jointure, dower and thirds of K. now wife of the said T. I. to be claimed or challenged of or in the said premisses, or any part thereof, and of and from all and all manner of former and other bar-

gains, contracts, ſurrenders, and other charges, titles, troubles and incumbrances whatſoever, by the ſaid T. I. his heirs and aſſignes, in any wiſe heretofore had, made, committed, ſuffered or done, or to be had, made, commited, ſuffered or done, the rents and ſervices to the chief Lord or Lords of the fee thereof, and from thenceforth growing due therefore onely excepted and foreprized, that then, &c.

A Condition that whereas one hath an annuity iſſuing out of the mannor of, &c. which ſaid annuity he hath releaſed, &c. for payment of, &c.

THe Condition, &c. that whereas the within bound I. B. hath and holdeth for the term of his natural life, of the grant of the within named R. L. one annuity or yearly rent of, etc. by the year, iſſuing and going out of the mannor of, etc. and out of certain other lands, tenements and hereditaments, in the County of, etc. as by the ſame grant thereof made more at large it doth and may appear, which ſaid annuity or yearly rent of, etc. the ſaid I. B. by his deed indented, bearing date the day of the date of theſe preſents, hath bargained, ſold and releaſed unto the ſaid R. L. upon and under a certain condition in the ſame deed indented, expreſſed, as by the ſame alſo it doth and may appear, if therefore the ſaid I. B hath not at any time before th'enſealing and delivery of the ſaid deed indented, bargained, ſold, given, granted, aſſigned or ſet over, or by any other means, incumbred the ſaid annuity or yearly rent of 100 l. or any parcell thereof, that then, etc.

A Condition whereas the Obligee hath owing by one a ſum of mony, which is to be paid to a Creditor of the Obligors, who is bound to repay within ten dayes after notice of the receipt.

THe Condition, &c. that whereas the within named I. F. hath remaining in the hands and cuſtody of G. &c. the ſumme of, &c. which ſumme of, &c. the ſaid I. F. is contented at the requeſt and deſire of the within bound I. &c. ſhall be paid and delivered by the ſaid G. &c. unto one L. &c. if therefore the ſaid, &c. his executors, adminiſtrators or aſſignes, do well and truly pay or cauſe to be paid unto the ſaid I. F. &c. his executors, adminiſtrators or aſſignes, at or in, &c. the ſaid ſumme of, &c. within ten dayes next after the ſaid I. F. his executors, adminiſtrators or aſſignes ſhall give ſufficient notice or teſtimony unto the ſaid, &c. his executors, adminiſtrators or aſſignes, from the ſaid L. teſtifying that he the ſaid L. hath received the ſaid ſum of, &c. of the ſaid, &c. as aforeſaid, without fraud or coven, that then, &c.

A Condition where a bond is aſſigned, and that if the Obligees in the aſſigned bond do not pay, then the Obligee in this is bound to pay, &c.

THe Condition, &c. that whereas the within bound A. B. hath by his deed in writing, bearing date, &c. aſſigned over unto the within named C. D. one obligation bearing date the, &c wherein E. F. and G. H. ſtand bound unto the ſaid A. B. in the ſumme of, &c. with condition for payment of, &c. on the, &c. at, &c. as by the ſame deed of aſſignment and ob-

obligation may appear, if in caſe the ſaid E. F. and G. H. their executors, adminiſtrators or aſſignes do not pay unto the ſaid C. D. his executors or aſſignes, the ſaid ſumme of, &c. on or before the, &c. with ſuch conſiderations as ſhall be therefore due, if then the ſaid A. B. his executors, adminiſtrators or aſſignes, do well and truly pay or cauſe to be paid unto the ſaid C. D his executors, adminiſtrators or aſſignes, on the, &c. at or in, &c. the ſaid ſumme of, &c. with conſideration for the ſame after the rate of 8 l. per cent. to be accompted from the day of the date within written, until ſuch time as the ſame ſhall be fully paid, that then, &c.

A *Condition upon an attachment.*

THE Condition, &c. that whereas th'above named Sir R. L. Knight, is to pay unto Sir M. R. of, &c. the ſum of, 150. l. of, &c. upon bond, bearing date on or about the, &c. laſt paſt, before the day of the date above written: and whereas the day of the date above written, th'above bound W. S. hath attached the ſaid ſumme of, &c. in the hands of the ſaid Sir R. L. if therefore the ſaid W. L. his executors, adminiſtrators, and aſſignes, and every of them, do and ſhall at all times hereafter, and from time to time, well and ſufficiently ſave, defend, keep harmleſſe and indemnified the ſaid Sir R. L. his heirs, executors, adminiſtrators and aſſignes, and every of them, as well againſt the ſaid Sir M. R. his executors, adminiſtrators and aſſignes, as againſt all and every other perſon and perſons, for or concerning the ſaid obligation, or any ſumme or ſummes of money therein contained, and of and from all and all manner of actions, arreſts, ſutes, coſts, loſſes, charges, forfeitures, payments and detriments whatſoever, which

which ſhall or may be commenced or happen, againſt the ſaid Sir L. R. his goods or chattels, for or by reaſon of the non-payment of the ſaid ſumme of, &c. unto the ſaid Sir M. R. his executors, adminiſtrators or aſſignes, on the ſaid, &c. in regard the ſame is attached by the ſaid W. S. as aforeſaid, that then, &c.

A Condition to pay rent quarterly for certain rooms, &c.

THe Condition, &c. that if I. A. of, &c. the within bound I. P. and T. A. or any of them, their or any of their executors, adminiſtrators or aſſignes, do well and truly pay or cauſe to be paid unto the within named G. P. his executors, adminiſtrators or aſſigns, the yearly ſumme of, &c. for thoſe rooms, parcell of the capitall meſſuage, ſituate, &c wherein the ſaid I. A. now inhabiteth, for and during the full term of, &c. to be accompted from the, &c. laſt paſt, before the date within written, at the four moſt uſual Feaſts or terms in the year, that is to ſay, at the Feaſt of, &c. or within ten dayes next enſuing every of the ſaid Feaſts, by even and equal portions, at or in, &c. the firſt payment to begin, and to be made the Feaſt-day of, &c. next enſuing the date within written, or within ten dayes next enſuing the ſame Feaſt, that then, &c.

A Condition to ſurrender land to certain uſes.

THe Condition, &c. that if the above bound M. W. S. W. and I. W. and every of them and their heirs, do & ſhall at the next Court to be holden for the Mannor of W. in the County of, &c. which ſhall be after requeſt made by the above named A. L. her heirs or aſſignes, the ſaid requeſt being

ing made eight dayes before any such Court be holden, surrender into the hands of the Lord of the said mannor, to th'only use and behoof of the said A. L. his heirs and assignes for ever, according to the custome of the said mannor, all that little Close of land with the appurtenances, lying and being in a place called G. in the said County of E. being Coppiehold land of the said mannor, the same premisses being at the time of the said surrender to be made, freely and clearly acquitted and discharged, of and from all former surrenders, grants and incumbrances whatsoever, that then, &c.

A Condition that the Sheriff executing a Writ, may detain out of the goods and land extended so much money, &c.

THe Condition, &c, that whereas the within bound R. W. the day of the date hereof, hath delivered to the hands of the within named G. M. and W. M. the Writ of execution, for levying and extending the goods, chattels and moiety of the lands, tenements and hereditaments, of one Sir W. M. of, &c. to and for the use of the said R. W. whereby the same R. may be satisfied of the summe of 200 l. mentioned in the said Writ, if in case the said G. M. and W. M. or either of them, do lawfully execute, or cause to be lawfully executed, the said Writ, according to the nature, meaning and purport thereof, by the impannelling of twelve lawful and indifferent men to be sworn of the Contents of the said Writ, if then the said R. W. his executors and administrators, do quietly permit and suffer the said Sheriff or Under Sheriff to have, take, receive and detain, to his and their own proper use and behoof, out of such moneys, goods or chattels, as shall be had, levied or received by

by vertue of the ſaid Writ, or the execution thereof, ſo much in lawfull money of *England*, or other benefit as they or the ſaid Sheriff or under Sheriff, or one of them, ſhall thiuk reaſonable or ſufficient for their ſatisfaction, of and for ſuch travell, pains or charges as they ſhall be at, in and about the execution of the ſaid Writ and extent thereupon to be had or made, otherwiſe within, &c. next after the ſaid Writ ſhall be executed, and return made thereof accordingly, do pay or cauſe to be paid unto the ſaid Sheriff or under Sheriff, or their Deputy or Deputies ſo much lawfull money of *Eng.* as they ſhall for the cauſes aforeſaid reaſonably demand, that then, &c.

A Condition to ſave harmleſs from a bond of Arbitrament.

THe Condition, &c. that if the above bound A.D. his executors and adminiſtrators, or any of them do and ſhall from time to time, and at all times hereafter well and ſufficiently ſave and keep harmleſſe & indempnified, the above named G. M. his heirs, executors and adminiſtrators, and his and their lands, tenements, goods, chattels and hereditaments, of, for, from and concerning one obligation bearing date the day of the date above written; wherein the ſaid G. M. at the requeſt of the ſaid A.D. is and ſtandeth bound unto R. M. Gent. in the ſumme of 100. l. with condition there under-written, that the ſaid A. D. abide the award of W. N. and T. E. Eſquires, Arbitrators, and of and from all actions, ſuits, arreſts, coſts, charges and demands whatſoever, concerning the premiſſes, without fraud or coven, that then, &c.

A Condition where purchaſe-money is to be paid at two payments, if default be made in the firſt, the whole with allowance to be paid at the ſecond.

THe Condition, &c. that whereas, in and by one pair of Indentures, bearing date the day of the date within written, made between the within named A. L. of th'one party, and the within bound I. I. of th'other party, the ſaid I. I. is to pay to the ſaid A. L. the ſum of 200 l. of, &c. on the, &c. at or in, &c. being the firſt payment of the ſum of, &c. which the ſaid I. I. is to pay unto the ſaid A. L. for the purchaſe of the keepership, herbage and pannage of B. park of, &c. in the County of, &c. as by the ſaid Indenture may more at large appear: and if it ſhall happen the ſaid I. I. his executors, adminiſtrators or aſſigns, to make default in payment of the ſaid ſum of 200 l. unto the ſaid A. L. his executors, adminiſtrat. or aſſigns, on the ſaid, &c. next coming, contrary to the tenor of the ſame Indenture, then if the ſaid I. I. his executors, adminiſtrators or aſſigns, do well and truly pay or cauſe to be paid unto the ſaid A. L. his executors, adminiſtrators or aſſigns, the full ſum of, &c. on the, &c. at or in, &c. without fraud or coven, that then, &c.

A Condition where money is lent upon a bond, and a Letter of Attorney to receive the money due upon the bond, the obligor in this bond is to pay, &c.

THe Condition, &c. that whereas A. B. of, &c. and C. D. of, &c. by their obligation, bearing date the, &c. in the, &c. are and ſtand jointly and ſeve-

rally

rally boond unto E.F. &c. in the ſumme of, &c. for payment of, &c. on the, &c. at, &c. as by the ſaid obligation and condition thereupon made, more at large appeareth. And whereas I. F. by his letter of Atturney, bearing date the, &c. in the, &c. did make, ordain, & conſtitute the within bound P.U. his lawfull Atturney, irrevocably to ask, leavy, recover and receive, to his own proper uſe and behoof of the ſaid A.B. and C. D. or either of them, the ſaid ſumme of, &c. on the, &c. according to the tenor of the ſaid obligation, as by the ſaid Letter of Atturney more at large likewiſe appeareth: upon which ſaid obligation and letter of Atturney the within named H. B. hath lent unto the ſaid P.U. the full ſumme of, &c. and hath aſſigned the ſaid condition over unto the ſaid H.B. with the ſaid letter of Atturney, ſo made unto the ſaid P.U. by the the ſaid E. F. as aforeſaid: if in caſe therefore the ſaid ſumme of, &c. be not well and truly paid unto the ſaid H.B. his executors or aſſigns, at or upon the ſaid, &c. next enſuing the date hereof, by the ſaid A.B. and C.D. or one of them, according to the true intent and meaning of the ſaid recited obligation and condition hereof, to the proper uſe and behoof of the ſaid H. B. then if the ſaid P. U. and the within bound M C. or either of them, or the heirs, executors or aſſigns of them, or either of them, do and ſhall well and truly repay or cauſe to be repayed unto the ſaid H. B. his executors or aſſigns, the ſumme of, &c. on the, &c. at or in, &c. in *lieu* of the ſaid, &c. ſo to be paid as aforeſaid by the ſaid A.B. & C.D. that then, &c.

A Condition that the Obligor ſhall pay, &c. within three months next after default of payment made by another.

THe Condition, etc. that whereas Sir F. T, of, etc. Knight, by his obligation bearing date the day of the date above written, is and ſtandeth bound unto the above named R. N. in the ſumme of, etc. for the true payment of, etc. on the, etc. next enſuing the date above written, at or in, etc. as by the ſame obligation may appear: and foraſmuch as the ſaid R. N. hath credited the ſaid F. C. for the ſaid ſumme of, etc. at the requeſt of the above bound A. M. and upon his the ſaid A. M's promiſe, and undertaking to pay unto the ſaid R. N. his executors, adminiſtrators or aſſigns, the ſaid ſumme of, etc. within three moneths next after the day of, etc. with conſideration for the forbearance thereof, after the rate of 8. l. *per cent.* (in caſe the ſaid Sir F. C. his executors, adminiſtrators or aſſigns, do not pay the ſaid, etc. on the ſaid, etc. next coming,) if therefore the ſaid F. C. his executors, adminiſtrators or aſſigns do not well and truly pay or cauſe to be paid unto the ſaid R. N. his executors, adminiſtrators or aſſigns, the then ſumme of, etc. on the ſaid, etc. next following, and at the place of payment aforeſaid, then if the ſaid A. M. his executors, adminiſtrators or aſſigns, do well and truly pay or cauſe to be paid unto the ſaid R. N. his executors, adminiſtrators or aſſigns, the ſumme of, etc. on the, etc. then next enſuing, and at the place and payment aforeſaid, he the ſaid R. N. his executors, adminiſtrators or aſſigns, upon the payment or receipt thereof, delivering up unto the ſaid A. M. his executors, adminiſtrators or aſſigns, the ſaid obligation wherein the

the ſaid F. B. ſtandeth bound unto him, as aforeſaid, that then, &c.

A Condition that if the Obligee do not receive the ſum of, &c. of the, &c according to a letter of Atturney, then the Obligor to pay the ſaid ſum on the, &c. next after.

THe Condition, &c. that whereas the above bound T. P. hath by his deed or letter of Atturney, bearing date the day of the date above written, authorized & appointed the above named G. M. to ask and receive, of and from the Commiſſioners appointed for the payment of moneys to ſouldiers, the full ſum of 17 l. of, &c. as by the ſame letter of Atturney may at large appear, if therefore the ſaid G. M. his executors, adminiſtrators or aſſignes, ſhall not receive the ſaid ſum of 17 l. from the ſaid Commiſſioners, on or before the, &c. next enſuing the date within written, then if the ſaid T. P. his executors, adminiſtrators or aſſignes, do well and truly pay or cauſe to be paid unto the ſaid G. M. his executors, adminiſtrators or aſſignes, the ſaid ſum of 17 l. &c. on the, &c. next enſuing the date above written, at, &c. without fraud or coven, that then, &c.

A Condition where a letter of Atturney is recited, he to whom it is made, is bound not to proſecute any ſute againſt the perſons in the letter of Atturney mentioned, on or before, &c.

THe Condition, &c. that whereas the above named H. H. by his deed or letter of Atturney bearing date the day of the date above written, hath authorized the above bound T. K. to be his true and lawful Atturney, to obtain, receive and

take, of and from the ſaid Sir I. W. Knight, and T. M. Eſquire, their heirs, executors, adminiſtrators or aſſigns, all that ſum of 200 l. due by obligation, and a judgement of 260 l. thereupon recovered in the Court of the Upper Bench at Weſtminſter, in which obligation the ſaid T. M. T. S. and the ſaid S. I. ſtand bound to T. H. widow late deceaſed, in the ſumme of 200 l. as by the ſame deed or letter of Atturney, amongſt divers clauſes and things therein contained, may more at large appear: if therefore the ſaid T. K. his executors, adminiſtrators or aſſignes, or any of them, do not, or ſhall not, from henceforth, at any time or times hereafter, before the 12 day of December next enſuing the date above written, proſecute or ſue forth, or cauſe to be proſecuted or ſued forth, any Writ or Writs, or other proceſs or proceedings whatſoever againſt the ſaid T. M. his executors, adminiſtrators or aſſignes, for, concerning, or by reaſon of the ſaid recited obligation or judgement, or either of them, nor do or aſſent unto any other act or acts, deviſe or deviſes whatſoever, whereby or by reaſon whereof the ſaid T. M. his heirs, executors, adminiſtrators or aſſignes, or his or their lands, tenements, goods, or chattels, may in any wiſe be prejudiced, troubled or vexed, except it be by and with the aſſent, conſent and agreement of the ſaid H. H. his executors, adminiſtrators or aſſignes in that behalf firſt had and obtained in writing under his hand and ſeal, that then, &c.

A Condition for payment of mony within ten dayes next after delivery of aſſurance of land.

THe Condition, &c. that if the within bound I. T. his heirs, executors, adminiſtrators or aſſignes,

ſignes, or any of them, do pay or cauſe to be paid, unto the within named H. E. the full ſum of 100 l. within ten days next after, that he the ſaid H. E. or his heirs, ſhall make and deliver, or cauſe to be made and delivered unto the ſaid I. T. or his heirs, a good, perfect and lawful aſſurance in the Law, in Fee-ſimple, of and in certain Lands, Tenements and Hereditaments, lying and being in D. or elſewhere in the County of S. ammounting in the whole to the yearly value of 40 l. according to the tenor and plain meaning of certain Articles indented, bearing date the day of the date of theſe preſents, made between the ſaid H. E. of th'one party, and the ſaid I. T. of th'other party, that then, &c.

A *Condition to procure one to ſeal the Counterpart of an Indenture.*

THe Condition, &c. that if I. I. ſon of the above bound R. I. do and ſhall, when he ſhall accompliſh the full age of twenty one years, upon requeſt to him made, ſign, ſeal and deliver, as his act and deed, unto the uſe of the within named G. C. and H. C. the Counterpart of one Indenture, bearing date, &c. made between, &c. and the ſame Counterpart being ſo ſealed and ſigned as aforeſaid, ſhall deliver or cauſe to be delivered, unto the ſaid G. C. his, &c. ſafe, whole, uncancelled and undefaced, that then, &c.

A *Condition to permit the Obligee to receive Rents and Tythes, to his own uſe.*

THe Condition, &c. that if the within named N. B. his executors, adminiſtrators or aſſignes, ſhall and may at all times hereafter, and from time

to time, ask, collect, gather, perceive, receive, take, keep and enjoy to his and their own onely uſe and behoof, all and all manner of rents, iſſues, tythes, fruits, oblations, obventions, offerings, profits, commodities and advantages whatſoever they be, and of what quality, nature, kind or condition the ſame be, now belonging or appertaining, and now being due, or which hereafter ſhall belong, appertain, grow or become due, to W. A. Clerk, as Parſon of the Pariſh-Church of, &c. out, of or belonging to the Parſonage of, &c. or any parcel thereof, of all and every perſon and perſons whatſoever, for and during ſo long time as the ſaid W. A. ſhall be, or of right ought to be Parſon of the Parſonage aforeſaid, and alſo all and ſingular arrearages of the premiſſes, without let, interruption or diſturbance of the within holden, R. his executors, adminiſtrators or aſſigns, or of any other perſon or perſons, claiming by, of or from the ſaid R. or by his aſſent, means or procurement, and alſo, if neither the ſaid R. at any time heretofore hath releaſed, nor that he, his executors nor adminiſtrators, at any time hereafter ſhall releaſe, acquit or diſcharge the ſaid W. A. his executors or adminiſtrators, of or concerning any bond, covenant, authority, contract or agreement, heretofore had or made by the ſaid W. A. to the ſaid N. and R. touching or concerning the premiſſes, or any of them, nor do any act or acts, whereby or by reaſon whereof, the ſame obligations, bonds, writings, covenants, authority, contract or agreement, or any of them, ſhall in any wiſe be made fruſtrate or void; and alſo if the ſaid R. do permit and ſuffer the ſaid N. to have, take and enjoy to his and their own uſe, the whole profit, benefit, advantage and commodity, which ſhall or may ariſe or grow, for, upon or by reaſon of the ſaid obligations, bonds, writings, covenants,

nants, authority, contract or agreement, or any of them, that then, &c.

A Condition to assure the moiety of such lands, as shall be recovered by Law.

THe Condition, &c. that whereas the within bound T. H. pretendeth title to certain lands, tenements and hereditaments, situate, lying and being in H.S.M.B. and A. or in any of them, in the County of G. which late were of the inheritance of I.H. deceased, and from him the said T. H. by I.B. and others unjustly withholden, for a recovery whereof the within named H. C. hath promised to do as much as in him shall lawfully lye and be, and to be and remain, for and on the behalf of the said T H. &c. if therefore the said T.H. and his heirs, do within, &c. next after the obtaining and recovery of the said lands, tenements and hereditaments, or any parcel thereof, and he the said T. or his assigns, shall or may be in quiet possession thereof, and upon the request, and at the costs and charges in the law of the said H.C. his heirs or assigns, make or cause to be made to the said H. C. his heirs or assigns, to the only use and behoof of the same H. his heirs and assigns, good, lawfull, and sufficient conveyance and assurance in the law in fee simple, of and in the moiety and one half of the said lands, or of so much thereof, as from time to time shall happen to be obtained or recovered, and of and in the arrearages of the same moiety, and one half of the premisses, in such manner and form, as by the Councell learned in the Laws of the said H.C. his heirs or assigns shall be reasonably advised or devised, clearly discharged of all and all manner of bargains, sales, charges and incumbrances whatsoever, had, made, committed

or done, or to be had, made, committed or done, by the ſaid T. or by any other, by his aſſent, means, intereſt, title or procurement, that then, &c.

A Condition to ſave one harmleſſe from all debts that may be duly demanded, as executor of, &c. and alſo that one ſhall ſeal a Releaſe, when ſhe comes to the age of, &c.

THe condition, &c. that if the above bound E. T. & W. T. their executors, adminiſtrators or aſſigns, or any of them, do and ſhall at any time hereafter, and from time to time, clearly acquit, exonerate and diſcharge, or otherwiſe well and ſufficiently ſave and keep harmleſſe and indemnified, the above named I. E. his heirs, executors and adminiſtrators, and his and their goods, chattels, lands, tenements and hereditaments, and every of them, of and from all debts, duties, bills, bonds, ſpecialties and demands whatſoever, which at any time and times hereafter, ſhall or may be duly and lawfully demanded or recovered, of or from the ſaid I. B. his heirs, executors and adminiſtrators, by any perſon or perſons whatſoever, for or by reaſon of any reckoning, duty, ſpecialty, debt or demand whatſoever, due, owing or payable by the abovenamed R. T. deceaſed, to any perſon or perſons whatſoever, and alſo of and from all coſts, charges, ſutes, arreſts, judgements, executions and demands whatſoever, which ſhall or may happen, come, grow to be unto or againſt the ſaid I. B. his executors, adminiſtrators, or any of them, for, upon or by reaſon thereof; and alſo if A. T. daughter of the ſaid E. T. and ſuch perſon as ſhe ſhall intermarry withall, within one moneth next after ſhe the ſaid A. ſhall be lawfully married, or ſhall accompliſh her full age of twenty one

one years, which ſhall firſt or next happen, do and ſhall make, ſeal and deliver, as his, her or their act and deed, a good, ſufficient and lawfull acquittance, diſcharge and releaſe, under his, her or their hands and ſeals, unto the ſaid I. B. his executors and adminiſtrators, of, for or concerning all ſum and ſums of money, gifts, legacies, bequeaths and demands whatſoever, given and bequeathed unto the ſaid A. in and by the laſt Will and Teſtament of the ſaid R. T. the ſame releaſe to be made in ſuch manner and form as by the ſaid I. B. his executors or adminiſtrators, or his or their Counceil ſhall be reaſonably deviſed or required, that then, &c.

A Condition for payment of all ſuch moneys, as one late deceaſed did owe to any perſon or perſons whatſoever.

THe Condition, &c: that if the above bound B. R. his executors, adminiſtrators or aſſigns, do and ſhall from time to time, and at all times hereafter well and truly pay or cauſe to be paid unto all and every perſon and perſons whatſoever, all and every ſuch debts, duties; reckonings, ſum and ſums of money, and demands whatſoever, as ſhall be juſtly and truly due and owing unto them or any of them, by R. P. Eſquire deceaſed, ſo as the ſaid debts due by the ſaid R. P, and to be paid by the ſaid B. R. do not extend to more than the ſum of 742 l. of, &c: which the ſaid S. B. and F. P. have the day of the date hereof paid and delivered to the ſaid B. R. according to an order of the eighth day of this inſtant *July*, made in the high Court of Chancery, and do and ſhall alſo from time to time, and at all times hereafter, well and ſufficiently ſave and keep harmleſſe and indemnified the ſaid Sir B. B. and F. B. and either of

them, their and either of their heirs, executors and administrators, and his, their and every of their goods, chattels, lands, tenements and hereditaments, and every of them, against all and every person or persons whatsoever, of, for, touching and concerning all, every or any the debts, duties and demands whatsoever, due or payable by the said R. P. to any person or persons aforesaid, without fraud or coven, that, &c.

A Condition from a Gaolor to an under Sheriff for saving harmlesse.

THe Condition, &c. that if the above bound A. B. Deputy Gaoler, to T. T. servant to, &c. do from time to time receive and take into his ward and custody, within the Gaol at the Castle of *Lancaster*, in the County of *Lancaster* aforesaid, all such person and persons, prisoner and prisoners, which shall fortune to be committed or sent to the said Gaol, or committed to the ward and custody of the said Gaoler, by the said Sheriff or his Deputy, or by any Justice or Justices of Peace, or by any other having lawfull authority to commit persons or prisoners to the said Gaol, and the same persons or prisoners so committed as aforesaid, do well and truly, duly and sufficiently by his own proper person, or by his sufficient Deputie or Deputies, so keep, that the said Sheriff, his heirs and executors, and all the lands, tenements, goods and chattels of the said Sheriff, be saved harmlesse from all losses, penalties, amerciaments and damages whatsoever, as well against the Common-wealth of England, as also against all other person and persons, of, for and concerning the custody and keeping of the said Gaol and prisoners within the said Castle of *Lancaster*, or elsewhere in the said

ſaid County of, &c. and likewiſe do diſcharge, ſave and keep harmleſs the ſaid Sheriff, his heirs & executors, and all thoſe his lands, tenements, goods and chattels, from time to time, and at all times hereafter, of and from all and every eſcape and eſcapes, as well of convict perſons, reprieves and ſelons, and of all other perſons now committed, for any contempts, condemnations, treſpaſſes, or miſdemeanors, which may happen, or chance hereafter to be committed to the ſaid Gaol, for any the cauſes aforeſaid, during the time the ſaid A. B. ſhall be Deputy Gaoler to the ſaid T. T. and the ſaid T. T. continue Sheriff, and likewiſe that if the ſaid A. B. or any other by his conſent, privity or appointment, in any wiſe let to bail or mainpriſe, any priſoner or priſoners to him committed as aforeſaid, not bailable by the Laws of the Realm, without the ſpecial commandment or appointment of the ſaid Sheriff; and if the ſaid A. B. or his ſufficient Deputy, be ready to give his attendance upon the ſaid Sheriff and his Deputy, at all times neceſſary and convenient, and all and every lawful thing and things, that he ſhall be required to do by the ſaid Sheriff or his Deputy touching or concerning the, &c. affairs and buſineſſe wherewith the ſaid Sheriff is or ſhall be charged or employed, in or about the keeping of the ſaid Gaol or Priſon, that then, &c.

A Condition for the peaceable and quiet receiving of Rent reſerved in a demiſe.

THE Condition, &c. that whereas the within named T. B. and K. B. by their deed indented, dated the, &c. have demiſed, granted, ſet and to farm let, unto, &c. one meſſuage or tenement, &c. with all, &c. in the County of, &c. for the term of

of,&c.from thence next enſuing, and fully to be compleat and ended, for the yearly rent or ſum of, &c.of lawfull money of *England*, payable as by the ſame deed indented,amongſt divers other covenants, grants, articles and agreements therein contained, more plainly appear, if therefore the within named B K. his executors, adminiſtrators and aſſigns, ſhall and may peaceably and quietly have, receive, perceive, take, hold and enjoy the ſaid yearly rent or ſum of, &c. and other the premiſſes before in theſe preſents recited, to his and their own only uſe and behoof, during the naturall life of the ſaid K. without any lawfull let, ſute,trouble,denyall, eviction or diſturbance of the ſaid K. or of any other perſon or perſons,by her means, aſſent, conſent,right or procurement,that then,&c.

A Releaſe of Recognizance aſſigned to one.

TO all Chriſtian people,&c. P.U. of *London* Merchant, ſtranger, ſendeth greeting in our Lord God everlaſting, that whereas the right Honourable W. Earl of *Derby*, Lord *Stanley*, Lord of *Man* and the Iſles, *T. Ireland* of *Grays* Inn in the County of *Middleſex* Eſq. H. C. of Knowſley in the County of *Lancaſter* Gent. and H. *Adys* of *Button* in the County of Dorſet Gent. by their writing of recognizance or ſtatute ſtaple, bearing date the ſixt day of *July*,&c. taken and acknowledged before Sir I P. *Knight*, Lord chief Juſtice of England, ſtand bound to *Peter H.* Citizen and Alderman of London in 3200 l. of, &c. payable; as in and by the ſame writing of recognizance or ſtatute more at large doth appear; and whereas the ſaid *Peter* H. by his ſufficient deed of aſſignment in writing, bearing date the five and twentieth day of, &c. in the, &c. did for

for divers and certain conſiderations him thereunto eſpecially moving, grant, aſſign and ſet over unto me the ſaid *P. Vanloor*, as well the ſaid recognizance or ſtatute, and the ſaid debt of 3200. l. and all his ſaid right, title and intereſt, which he the ſaid *Peter Houghton* then had or ought to have, in had and to the ſame, To have, and to hold the ſaid recognizance or ſtatute and the ſaid debt of 3200. l. aforeſaid, and all his ſaid right, title and intereſt in and to the ſame, unto me the ſaid P. V. my executors and aſſigns, as our own proper goods and chattels for ever, as by the ſaid aſſignment amongſt other covenants and clauſes therein contained more fully and at large it doth and may appear. Now know ye that I the ſaid P. V. for divers good cauſes and conſiderations me hereunto eſpecially moving, have remiſed, releaſed and quit claimed, and by theſe preſents for me, my executors, adminiſtrators and aſſigns, and every of us, do remiſe, releaſe, and for ever quit-claim unto the ſaid *Henry Adys*, his heirs, executors adminiſtrators and aſſigns, and every of them, the recognizance or ſtatute aforeſaid, and the penalty and forfeiture thereof, and alſo all and all manner of actions, arreſts, extents, judgements, executions, condemnations, *Liberates*, ſeiſures, debts and demands whatſoever, which I the ſaid P. V. or the ſaid P. H. or either of us now have, ſhall, may, might or ought to have againſt the ſaid H. *Adys*, his heirs, executors, adminiſtrators and aſſigns, or any of them, or his, their or any of their lands, tenements, goods, or chattels, for or by reaſon of the ſaid recognizance or ſtatute, or of the penalty or forfeiture thereof in any wiſe, ſo that neither I the ſaid P. V. nor the ſaid P. H. our executors, adminiſtrators or aſſigns, nor any of us, any action, arreſt, extent, judgement, execution, condemnation, *Liberate*, ſeizure, debt or demand,

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demand, upon the ſaid recognizance or ſtatute, ſhall or may from henceforth commence, proſecute or purſue againſt the ſaid H. *Adys*, his heirs, executors, adminiſtrators or aſſigns, or any of their lands, tenements, goods or chattels, but ſhall be thereof utterly debarred and excluded for ever by theſe preſents. In witneſſe, &c.

A *Letter of Atturney to take poſſeſſion, and to deliver a Leaſe upon the ground,*

BE it known unto all men by theſe preſents, that I W.D. of, &c. have made, ordained, conſtituted and authorized, and in my place and ſtead by theſe preſents have put my well beloved friend I. D. of, &c. my true, ſufficient and lawfull Atturney, for me and in my name, and to the uſe and behoof of me the ſaid W.D. my heirs and aſſigns, to enter into all that Manor of, &c. with all and ſingular the appurtenances, ſituate and being in K. in the County of S. and now or late in the tenure or occupation of I. A. or of his aſſigns, and peaceable and quiet poſſeſſion and ſeizin thereof, for me and in my name to take, and as my deed deliver unto one E. B. upon the premiſſes or ſome part thereof, one Indenture bearing date with theſe preſents, made by me the ſaid W. D. to the ſaid E. B. mentioning a demiſe of the premiſſes, for term of, &c. from the Feaſt of, &c. laſt paſt, then next enſuing, and fully to be compleat and ended, under the yearly rent of, &c. unto which ſaid Indenture I have ſubſcribed my name with my own hand, and ſealed with my ſeal, and delivered the ſame as an Eſcrowe unto the ſaid I. D. to be delivered as my deed upon the premiſſes or ſome part thereof, after an entry made by him the ſaid I. D. into the premiſſes or ſome part

part thereof, in the name of the whole, and all and every other thing requiſite and neceſſary to be done, in or concerning the premiſſes, for me and in my name, to do as fully and effectually, and in as large and ample manner and form to all intents and purpoſes, as I my ſelf might or ought to do, if I were then and there perſonally preſent. And I ſhall and will ratifie, allow and confirm all, and whatſoever my ſaid Atturney ſhall do or cauſe to be done, in or about the premiſes, by theſe prents. In witneſſe, &c.

A letter of Atturney to take poſſeſſion of the Lands, and the ſame Lands to demiſe, ſurvey or ſell, and to receive, &c.

TO all, &c. R. E. of, &c. G. M. of, &c. and H. L. of, &c. ſend greeting. Know ye, that we the ſaid R. E. G. M. and H. L. for divers good cauſes and conſiderations us in that behalf moving, have made, ordained, conſtituted, and in our ſtead and place by theſe preſents have put and authorized our ſervants R. N. and H. B. Gent. and either of them, our true ſufficient and lawful Atturneys, for us and in our names, and to the uſe and behoof of us the ſaid R. E. &c. to enter into all thoſe the Mannor of, &c. with their rights, members and appurtenances in the County of, &c. and into the advowſons of or belonging to the ſame, or any of them, and into every part and parcel thereof, and the ſaid Mannors, and every or any of them, for us and in our names to ſurvey, and we do by theſe preſents give full power and authority to the ſaid R. N. and H. B. and either of them, to be our ſteward or ſtewards of the ſaid Mannors, and every of them, and to keep ſuch Court and Courts of ſurvey, and other Court-leets and

and lawdaies, of and upon the same Mannors or any of them, as to our said Attorneys or either of them, or such other as they or either of them shall appoint, shall be thought fitting, and the same Mannors, and every or any of them, for us, and in our names, to bargain, sell, lease or grant to such person and persons, and for such estate for life, inheritance or otherwise, and for such sum and sums of money, as to our said Attorneys and either of them, shall be thought fit and requisite, to the uttermost and best commodity and profit of us the said R. E. G. M. and H. L. and the deed and deeds of the same grants and estates, so to be made for us and in our names, to seal, and as our deeds to deliver unto the parties to whom the same shall be so made, or to any other to their use or uses, and the Counterparts of the same, for us and in our name, to accept and receive, and also all such fines, and other summe and summes of money, as shall grow due for the same, for us and in our names, and to the use of us the said R. E. G. M and H. L. to accept, receive and take, and upon the receipt thereof, any acquittances or discharges for us and in our names, to make, seal and deliver, and also for us and in our names, and to the use of us the said R. E. G. M. and H. L. to collect, gather, receive and take all such rents, duties, heriots, arrearages of rents, and profits of Courts, as are already or shall be due or payable, for, our, of or concerning the premisses or any of them, giving and granting unto our said Attorneys, and to either of them, our full power or lawfull authority in, touching and concerning the premisses, to do, execute, proceed and finish in all things, in as large and ample manner and form, as we the said R. E. W. M. and H. L. or any of us, might or ought to do, if we or any of us were then present, and ratifying and al-

allowing whatſoever our ſaid Attorneys or either of them ſhall do in the premiſſes, or any of them, according to the intent of theſe preſents. In witneſſe, &c.

A letter of Attorney of a bond, for performance of Covenants of an Indenture of leaſe.

TO all, &c. I I. K. of, ſend greeting, whereas L. B. of, &c. M. A. of, &c. by their obligation bearing date the, &c. are and ſtand bound unto me the ſaid I. K. in the ſumme of, &c. with condition thereupon endorſed, for the true performance of the covenants, rents and payments, mentioned and contained in and by one pair of Indentures of leaſe, bearing date the day of the date of the ſaid obligation, made between the ſaid I. K. of the one part, and the ſaid L. B. of the other part, as by the ſame obligation and condition may appear. Now know ye, that I the ſaid I. K. for divers good cauſes and conſiderations, me hereunto eſpecially moving, have given, granted, aſſigned and ſet over, and by theſe preſents do give, grant, aſſign and ſet over unto I. C. of, &c. his executors, adminiſtrators and aſſignes, as well the ſaid recited obligation and ſummes of money therein contained, as all my right, action and demand in and to the ſame, giving and by theſe preſents granting unto the ſaid I. C. his executors, adminiſtrators and aſſigns, full power and authority from time to time, and at all and every time and times hereafter, from and after breach made, and non performance of the covenants, grants, articles, payments or agreements, which on the part and behalf of the ſaid L. *B.* are or ought to be obſerved, performed, fulfilled, paid and kept, mentioned and contained in and by the ſaid Indenture of Leaſe, for

for me and in my name; nevertheleſs to the onely uſe and behoof of the ſaid I. C. his executors, adminiſtrators and aſſignes, to ſue, arreſt, implead and impriſon, and at his and their will and pleaſure, out of priſon again to deliver and releaſe the ſaid L. B. and M. A. and either of them, their and either of their executors, adminiſtrators and aſſigns, for the breach or non-performance of any the covenants, and all and every ſumme and ſummes of money recovered upon or by reaſon of the ſaid recited obligation, to detain and keep to the only proper uſe and behoof of the ſaid I. C. his executors, adminiſtrators and aſſignes, without any accompt therefore to be rendred, or for any part thereof, and I, &c. ſhall and will ratifie, allow and maintain all and whatſoever the ſaid I. C. his executors or aſſignes ſhall do or cauſe to be done in or about the premiſſes, and I the ſaid I. K. for me, my executors and adminiſtrators, do covenant, promiſe and grant to and with the ſaid I. C. his executors, adminiſtrators and aſſignes by theſe preſents, that neither I the ſaid I. K. my executors or adminiſtrators, have releaſed the ſaid obligation, or any ſumme of money therein contained, nor ſhall or will acquit, releaſe or otherwiſe diſcharge the ſame, or any the Obligors therein mentioned, their executors or adminiſtrators, or either of them, without the ſpecial licence, conſent and agreement of the ſaid I. C. his executors or aſſignes, in that behalf firſt had and obtained. In witneſs, &c.

A *letter of Attorney to receive rent when it ſhall grow due.*

BE it known unto all men by theſe preſents, that I T. B. of, &c. for divers good cauſes and con-

conſiderations me moving, have made, conſtituted and appointed, and by theſe preſents do make, ordain, conſtitute and appoint R. R. of, &c. my true, ſufficient and lawful Atturney and Aſſignee, for me and in my name, nevertheleſs to the onely uſe and behoof of the ſaid R. R. to demand, collect and receive of W. R. A. H. and I. D. all that ſumme of, &c. and of W. T. all that ſumme of, &c. which ſaid ſumme of, &c. will be due and payable unto me the ſaid T. B. for one half years rent at, &c. next enſuing the date of theſe preſents, for lands by them holden of me, lying and being in M. aforeſaid, giving, and by theſe preſents granting unto my ſaid Atturney, full power and authority, for me and in my name, to take and receive the ſaid ſums of, &c. due to me as aforeſaid, and the ſame ſo had and received, to detain and keep to his own proper uſe without any accompt therefore to be rendred unto me the ſaid T. B. my heirs or aſſignes, and alſo upon the receipt thereof, to deliver unto them an acquittance in my name, teſtifying the receipt thereof; and I ſhall and will ratifie, allow and confirm all, and what ſoever my ſaid Atturney ſhall do or cauſe to be done, in or about the premiſſes, by theſe preſents. In witneſs whereof, &c.

A letter of Atturney to take poſſeſſion of a meſſuage, &c. from the Sheriff, taken upon an extent.

TO all, &c. I Sir T. B. of, &c. ſend greeting. Know ye the I the ſaid T. B. have made, ordained, conſtituted, authorized and appointed, and by theſe preſents do make, ordain, conſtitute, authorize and appoint T. W. and H. D. of, &c. or either of them, my true and lawful Attorneys or Atturney, jointly or ſeverally for me and in my name,

to take and receive of the now Sheriff of the County of Y. peaceable and quiet poſſeſſion as well of and in one capital meſſuage, &c. as of and in, &c. all and ſingular which ſaid lands and premiſſes were lately belonging unto L. B. Gent. and which the ſaid now Sheriff hath extended by vertue of a Writ of extent, to him directed upon a ſtatute of 200 l. acknowledged and entred into by the ſaid L. B. unto me the ſaid T. B. giving, and by theſe preſents granting unto my ſaid Attorneys, or either of them, full power and authority, for me and in my name, to do, execute, accompliſh and finiſh all and whatſoever ſhall be needful and neceſſary to be done, in or about the premiſſes by theſe preſents. And I ſhall and will ratifie, allow and confirm all and whatſoever my ſaid Attorneys, or either of them ſhall do or cauſe to be done, in or about the premiſſes, by theſe preſents, as if I my ſelf were then and there perſonally preſent. In witneſs &c.

A letter of Attorney to receive a legacy, and the ſame to pay in diſcharge of a bond.

TO all, &c. I R. F. of, &c. ſend greeting. Whereas R. B. and R. M. of, &c. together with me, &c. by one obligation, &c. (general words of the recital of the bond) now know ye, that I the ſaid R. B. for the indemnity and ſaving harmleſſe of the ſaid R. B. and R. M. and either of them, their and either of their executors, adminiſtrators and aſſignes, of and from the payment of the ſaid ſum of, &c. unto the ſaid T. C. his executors, adminiſtrators and aſſigns, on the ſaid, &c. next coming, and at the place of payment aforeſaid, Have made, ordained, conſtituted, authorized and appointed, and by theſe preſents do make, ordain, conſtitute, authorize and

and appoint, the ſaid W. M. his executors, adminiſtrators and aſſignes, my true and lawful Atturney, for me, and in the name or names of me the ſaid R. B. my executors, adminiſtrators and aſſignes, to demand, aſk, leavy, recover, and receive of M. B. of, &c. I. T. of, &c. and G. I. of, &c. or any of them, their or any of their executors, adminiſtrators or aſſignes, the full ſumme of, &c. parcel of ſuch ſum of money as is or ſhall be due and payable unto me, as a legacy given unto me, in and by the laſt Will and Teſtament of W. B. my father, late of, &c. Eſquire deceaſed, and upon the receipt of the ſaid ſumme of, &c. to give and deliver unto them the ſaid, &c. or ſome or one of them, their executors or aſſignes, one acquittance, bearing date the day of the date hereof, made, ſealed and delivered by me to their uſe, teſtifying the receipt thereof, and the ſaid ſumme of, &c. had and received, as aforeſaid, thereout to ſatisfie and pay unto the ſaid T. C. his executors, adminiſtrators and aſſignes, the ſaid ſumme of, &c. on the ſaid, &c. in diſcharge of the ſaid recited obligation, and the remainder of the ſame to detain and keep to the onely uſe and behoof of me the ſaid R. B. my executors, adminiſtrators and aſſignes, and thereof be accomptable, giving and by theſe preſents granting unto the ſaid R. M. his executors, adminiſtrators and aſſignes, full power and lawfull authority, for me and in my name, ſtead and place, to do or cauſe to be done, all and every ſuch act and acts, thing and things, as he or they ſhall think meet or requiſite to be done concerning the premiſſes, by theſe preſents, as if I my ſelf were then and there perſonally preſent. And I ſhall and will ratifie, allow and maintain all and whatſoever the ſaid R. M. his executors or aſſignes ſhall lawfully do or cauſe to be done, in or

about the premiſſes, by theſe preſents. In witneſs &c.

A Letter of Atturney to make leaſes of lands, and to make ſale of woods and goods, and to make a grant of a Stewardſhip during pleaſure, &c.

TO all, &c. E. M. of, &c. and M. wife of me the ſaid E. daughter and heir of, &c. and ſole executrix of the laſt Will and Teſtament of T. S. Eſquire, deceaſed, ſend greeting in our Lord God everlaſting. Know ye, that we the ſaid E. and M. for divers good and reaſonable cauſes and conſiderations us eſpecially moving, have given and granted, and by theſe preſents do give and grant unto our very truſty and wel-beloved friend I. T. of, &c. the office of the Stewardſhip of all thoſe our mannors, Lordſhips, lands, tenements, and hereditaments, within the Counties of, &c. late the lands and tenements of the ſaid T. S. and him the ſaid I. T. ſteward of the ſaid mannors, lands and tenements, do by theſe preſents nominate, appoint, make, create and conſtitute, to have, exerciſe, uſe and hold the ſaid office, with the appurtenances, unto the ſaid I. T. for and during our will and pleaſure, and we do by theſe preſents further give and grant unto the ſaid I. T. full power, liberty, licence and authority, for us and in our names, not onely to demiſe, grant, let and ſet out by Copy or Court Roll, according to the cuſtomes of the ſaid mannors reſpectively, to ſuch perſon or perſons, in fee-ſimple, fee-tail or term of life, lives or years, and for ſuch fines, rents and ſervices, as to the ſaid I. T. ſhall be thought meet and convenient, all ſuch coppy hold and cuſtomary lands of the ſaid mannors, or any part or parcell thereof, which now are demiſable or granta ble

grantable, or lawfully may be demiſed, granted or let out, within the ſaid manors, or any of them, but alſo to do, perform, execute, uſe and accompliſh all and every other act, thing, demiſe or matter, which any ſteward or ſtewards of the premiſſes, or any of them, at any time heretofore might or could do, or which we may or can in any wiſe licence or authorize the ſaid I. D. or give commiſſion or power unto him, to do, execute, perform or undergo. And furthermore we the ſaid E. and M. for divers good conſiderations, and upon mature advice and deliberation, have given and granted, and by theſe preſents do give and grant unto the ſaid I. T. and our truſty ſervants, I. E. and C. B. or to two of them, whereof the ſaid I. T. to be one, full power, liberty, licence and authority, for us and in our names by writing indented or otherwiſe, to demiſe, grant, let and ſet out, for life, lives or years, all and ſingular the ſaid lands, tenements and hereditaments, or any part and parcell thereof, to ſuch perſon or perſons, and for ſuch ſumme and ſummes of money, and for ſuch rents and ſervices, and with and under ſuch covenants, conditions, limitations, articles and agreements, in ſuch manner, order, form, and ſort, as to the diſcretion of them the ſaid I. T. I. E. and C. B. or of two of them, whereof the ſaid I. T. to be one, ſhall ſeem meet and convenient; and alſo to grant, bargain and ſell the woods, trees and underwoods of the premiſſes, and every or any part and parcell thereof, and to grant, bargain and ſell all ſuch goods, chattels and ſubſtance, which we or either of us have, or ought by any means or title to have within the ſaid Counties, to ſuch perſon or perſons, and for ſuch ſumme and ſummes of money, and in ſuch manner and form as to the ſaid I. T. I. E. and C. B. or two of them,

whereof the ſaid I. T. to be one, ſhall be thought good and reaſonable- And moreover we the ſaid E. and M. have named, appointed, ordained and conſtituted the ſaid I. T. &c. or two of them, whereof the ſaid I. T. to be one, our true and lawfull Attorneys, to ask, demand, recover, leavy, receive and gather in our names and to our uſe, not only all ſuch rents, and arrerages of rents, debts, duties and ſervices, that by any means, degree or ſort, are due and payable unto us, or either of us, or that we ought or ſhould have of any perſon or perſons within the ſaid Counties, and in our names, or in the name of either of us, as the caſe ſhall require, to ſue, arreſt and implead ſuch of the ſaid perſons as will not make payment of the ſaid rents, ſervices, debts, and duties, and of every of them, and to ſue execution upon any condemnation in that behalf, and alſo in our and either of our names, to make, ſeal and deliver releaſes, acquittances, or other diſcharges, of or for the ſaid rents, debts, duties, and ſervices, in every or any of them, to any perſon or perſons, in ſuch manner, ſort and form, as to the ſaid I. T. &c. or to two of them, whereof &c. ſhall be thought meet and convenient, and whatſoever the ſaid I. T. ſhall do in, for or touching the demiſſing, granting or ſetting out of the ſaid coppyhold or cuſtomary lands, or as ſteward of the premiſſes as aforeſaid, and whatſoever the ſaid I. T. &c. or any two of them, whereof &c. to be one, ſhall do, uſe or cauſe to be done, in, for or touching any other thing or matter before mentioned, we do by theſe preſents grant and promiſe, for us, our heirs, executors and adminiſtrators, to eſtabliſh, ratifie, confirm, ſtand to, allow and avow, as fully and as perfectly, to all intents, conſtructions and purpoſes, as though the ſame were done by us

our

our ſelves actually in our proper perſons. In witneſſe, &c.

A Warrant for an Atturney to confeſſe a judgement in caſe ſatisfaction be not made by a certain day.

MAſter *Barnet*, Whereas I E. F. Eſquire, together with C. D. &c. am and ſtand bound by obligation in the ſumme and penalty of, &c. conditioned for payment of, &c. at a certain day long ſince paſt, if in caſe I the ſaid E. F. my, &c. do not well and truly ſatisfie and pay, or cauſe to be paid unto the ſaid G. B. his, &c. all ſuch ſumme or ſummes of money, as ſhall be due to him upon the ſaid laſt recited obligation, on or before the, &c. next enſuing the date hereof, then I the ſaid E. F. do hereby give warrant and authority, unto you the ſaid R. B. or any other of the Atturneys of the Court of the Upper Bench at *Weſtminſter*, to appear for me in the ſaid Court of the Upper Bench at *Weſtminſter*, unto an action or ſute there to be brought or commenced againſt me the ſaid F. F. by the ſaid G B. his, &c. upon the ſaid obligation, and to acknowledge and confeſſe a judgment upon the ſaid obligation, in *Michaelmas* term next enſuing the date hereof, and this ſhall be your ſufficient Warrant for the ſame. In witneſſe, &c.

To T.S. *and* R.B. *Attorneys in the Court of the Upper Bench at* Weſt. *jointly & ſeverally, and to any other Att. of the ſaid Court.*

WHereas I A. B. of &c. do ſtand bounden by obligation, bearing date the day of the date hereof, unto C.D. &c. in the ſumme of &c conditioned for the payment of &c. on the &c. next enſuing &c. as by the ſame &c. Now I do hereby authorize the ſaid Attorneys, or either of them, to appear for me, and to accept and take a declaration on the ſaid obligation, and to plead *non ſum informatus* to the ſame. And I do agree, that if the ſaid &c. be not paid according to the tenor of the condition of the ſaid &c. then judgement is to be entred, then as now for the ſaid &c. and I do alſo hereby releaſe unto the ſaid C. D. all errour and errours touching the ſaid judgement and proceedings therupon to be had. And I will not releaſe or revoke the authority and power hereby given to my ſaid Attorney, In witneſſe.

A *Releaſe of an extent by an* Adminiſtratrix.

REceived by me *Grace* H. widow, adminiſtratrix as well of the goods and chattels of *William Blithe*, Gent. as of E. T. *Spinſter* deceaſed, the ſumme of &c. of &c. being the conſideration mony which the ſaid H. H. payeth to me for the vacating and diſcharging of an extent upon a ſtatute of &c. heretofore acknowledged and entred into by I. D. Gent. unto the ſaid W. S. and alſo for the buying in and compounding of the ſaid extents, by vertue or colour of the ſaid ſtatute, and alſo for all my intereſt

reſt and demand in the ſame ſtatute and extent, of which ſaid ſumme of &c. I do hereby acknowledg the receipt, and by theſe preſents do for me, my executors and adminiſtrators, remiſe, releaſe, and for ever quit-claim unto the ſaid I. D. the ſaid ſtatute and extent, and all manner of proceſſe or proceeding whatſoever occaſioned by reaſon of the ſaid extent, In witneſſe, &c.

A *Releaſe of a* Bond, *it being loſt.*

TO all Chriſtian people &c. I M. *Langton* of &c. ſend greeting &c. Whereas R. L. S. L. and T. W. by their obligation, bearing date (recite the bond) as by the ſame obligation appeareth; and foraſmuch as the ſaid ſumme of &c. together with all ſuch ſumme and ſummes of money as are due for the intereſt and forbearance, are and is well and truly ſatisfied and paid unto me the ſaid M. L. in full diſcharge of the ſaid recited obligation; which ſaid obligation is loſt and cannot be yet found: Now know all men by theſe preſents, that I the ſaid M L. have remiſed, releaſed, and quit-claimed, and do hereby for me, my executors and adminiſtrators, remiſe, releaſe, and for ever quit claim unto the ſaid R. L. S. L. and T. W. and every of them, their and every of their executors, adminiſtrators and aſſigns, and every of them, as well the recited obligation, and all ſuch ſummes of money as are therein mentioned, to be due and payable unto me the ſaid M. L. my executors, adminiſtrators or aſſigns, as alſo all and all manner of actions and ſutes, cauſe and cauſes of actions and ſutes, accompts, debts, reckonings, ſumme and ſummes of money, judgements, executions and demands whatſoever, which I the ſaid M.

L.

L. ever had, now have, or that I, my executors, administrators or assigns, or any of us in time to come, can or may have, to, for or against the said R. L. S. L. and T. W. or any of them, their or any of their executors, administrators or assigns, for or by reason of the said recited obligation, or any other matter, cause or thing whatsoever, concerning the premisses, from the beginning of the world until the day of the date hereof. And I the said M. L. do for me, my executors, administrators and assigns, covenant, promise and agree, to and with the said R. L. S. I. and T. W. and every of them severally, their and every of their several, &c. and to and with every of them by these presents, that if I the said M. L. my executors or assigns, or any of us, at any time or times hereafter, do find, or can have or obtain the said recited obligation, being lost as aforesaid, then I the said M. L. my executors, administrators or assignes, or some of us, shall and will within two moneths next after the said obligation shall be found as aforesaid, deliver and restore, or cause to be delivered and restored the said obligation unto the hands of them the said R. L. S. L. and T. W. or some or one of them, their &c. or some of them. In witnesse &c.

A *Release of all Legacies and demands given and bequeathed by ones last Will and Testament.*

KNow all men by these presents, that I E. T. of &c. widdow, have remised, released and quitclaimed, and by these presents do for me, my executors and administrators remise, release, and for ever quit claim unto I. B. Gent. and H. H. Citizen, &c. executors &c. and either of them, their executors administrators, assigns, of and from all legacies, gifts, be-

bequeſts, ſum & ſums of money and demands whatſoever, bequeathed and given unto me the ſaid E. T. in and by the laſt Will and Teſtament of R. T. &c. deceaſed, and of and from all manner of actions and ſutes, cauſe and cauſes of actions and ſutes, ſumme and ſums of money, debts, duties, reckonings, accompts and demands whatſoever, which I the ſaid I. T. ever had, now have, or that I, my executors or adminiſtrators, can or may at any time or times hereafter, have, challenge or demand againſt the ſaid I. B. and H. H. or either of them, their or either of their executors, adminiſtrators or aſſigns, for or by reaſon of any matter, cauſe or thing whatſoever, from the beginning of the world untill the day of the date hereof. In witneſſe &c.

To I.K. of &c. one of the Attorneys &c.

I A.B. do hereby deſire you, and do give you full power, licence and authority to appear for me, and for &c. in the ſaid Court, as of this laſt M. term in an action of debt, for &c. at the ſute of &c. upon an obligation conditioned for the payment of &c. in which ſaid obligation I ſtand bound as principall. And this ſhall be your ſufficient warrant in that behalf. In witneſſe &c.

A *Warrant to acknowledge ſatisfaction.*

WHereas there is one judgement depending in the Court of Common-Pleas at *Weſtminſter*, of *Trinity* term in the &c. againſt I F. of &c. Eſq. for 500 l. debt, beſides the coſts of ſute for Sir H. H. Knight, as by the Records of the ſaid Court more at large may appear, Theſe are therefore to authorize and give full power to you and either of you

you, to acknowledge satisfaction upon the said judgment, and for your so doing this shall be your sufficient warrant irrevocable. Witnesse &c.

To R. P. and R. S. or any other Atturney of the Court of Common-Pleas at *Westminster*.

A condition for the truth of a Merchants apprentice, and that he shall give just accounts or demands, & pay what he shal fal short in.

THe Condition &c. that whereas the within named H. S. at the instance and request of the within bound Sir S. A. hath accepted and taken T. A. sonne of the said S. A. to be the Apprentice of him the said H. S. for the term of &c. to be commencing from the day of the date within written, as in and by the said Indenture &c. if therefore the said T. A. his executors and administrators, do from time to time hereafter, upon every reasonable request in that behalf to him or them to be made by the said H. S. his executors, administrators, servants, factors or assigns, or any of them, yield, make or deliver up just and true accompt and accompts, and duly discharge him and themselves unto the said H. S. his executors, administrators or assignes, of, for, from and concerning all &c. such wares, goods, moneys, merchandizes, specialties, bills of debt, and other things, which shall be committed, or come to the hands, charge, possession or disposition of the said T. A. by reason or means of his said service, either in the parts beyond the seas, or on this side; And in case it shall happen or fortune that he the said T. A. at any time or times during the said term, to imbeazle,

steal

ſteal, purloin, miſ-ſpend, or unlawfully to detain, conſume or make away, any of the moneyes, wares, goods, merchandizes, commodities, ſpecialties, bills of debt, and other things which do or ſhall belong or appertain to the ſaid H S. or any his partner or partners, his or their or any of their executors or adminiſtrators, or to any other perſon or perſons, wherewith he or they, or any of them, are or ſhall be in any wiſe charged or chargable, if then and ſo often the ſaid Sir S. H. his heirs, executors, adminiſtrators or aſſignes, or any of them, from time to time hereafter, always within two moneths next after notice and knowledge in that behalf, in writing to him, them or any of them, to be made or given, by the ſaid H. S. his executors, adminiſtrators or aſſigns, do well and truly make or cauſe to be made unto the ſaid H. S. his executors, adminiſtrators or aſſignes, at or in, &c. ſufficient recompence and ſatisfaction, in good and lawfull, &c. for all ſuch goods, wares, monies, merchandizes, ſpecialties, bills of debt, and other things, which upon any accompt or otherwiſe ſhall truly appear to be found to have been by the ſaid T. A. ſo imbeazled, ſtoln, purloined, miſ-ſpent, or unlawfully conſumed, detained or loſt as aforeſaid: and further if the ſaid T. A. do not at any time or times hereafter, during the ſaid term, unlawfully depart or abſent himſelf out, of or from the ſervice of the ſaid H. S. his Maſter, without his licence or conſent in that behalf firſt had and obtained, nor do at any time or times hereafter, merchandize or trade for himſelf, or undertake to do any buſineſs or buſineſſes, in the trade of merchandizing, for any perſon or perſons, nor accept or pay any bill or bills of, or give bill or credit for any perſon or perſons, unleſs it be by & with the like conſent or licence of the ſaid H. S. his executors, or

admini-

miniſtrators, in that behalf firſt had and obtained in writing, that then, &c.

A *Leaſe of a Warren of Conies.*

THis Indenture made, &c. between A. B. of, &c. of th'one party, and C. D. of, &c. of the other party, witneſſeth, that the ſaid A. B. for, &c. hath demiſed, granted and to farm-letten, and by theſe preſents doth, &c. unto the ſaid C. D. his, &c. all that his ground and game of Conies, being, &c. in the C. of K. and all the Conies in the ſaid ground being, with the increaſe, gains, profit and advantage, from time to time, ariſing, comming, growing and renewing of the ſaid Conies in the ſaid ground being, and to the ſame ground belonging, there to hunt, hey, ferrit and pitch nets, or otherwiſe to uſe for the moſt benefit and advantage of the ſaid A. B. and his aſſignes, that he can and may deviſe, in as large, ample and beneficial manner and form as the ſaid A. B. or any other perſon and perſons heretofore, have had, held, uſed, occupied or enjoyed the ſame, To have and to hold the ſaid ground and game of Conies, in the ſame being, and to the ſame belonging, with all the gains, profits and advantages to the ſame belonging, and renewing as aforeſaid, unto the ſaid C. D. his executors and aſſigns, from the, &c. yielding, &c. A covenant on the tenants part to do reparations on the Warren-houſe, and on the ſences, ditches, hedges and mounds. And at the end, &c. to leave the Berry and Cony-clappers ſufficiently covered with thorn, & alſo the ſame ground and Berry of Conies ſufficiently repleniſhed and ſtored with Conies. Covenants for enjoying, &c.

A

A licence to hawk, hunt, and fish.

TO all Christian people, &c. I Dame O. S. of, &c. send greeting. Know ye, that I the said O. Lady S. for divers good causes and considerations me hereunto specially moving, have given and granted, and by these presents do give and grant unto Sir T. L. of, &c. Knight, and his Assignes, full, free and absolute power, liberty, licence and authority, to hawk, hunt, fish and fowl, from time to time, and at all times hereafter, at the will and pleasure of him the said Sir T. L. and his assignes, for and during the naturall life of me the said O. Lady S. in, upon and within the Mannor or Lordship of M. Super S. in the said County, and in and upon all the lands and grounds thereof, and within the bounds and precincts, limits and circuits of the same, in as full, free, ample and beneficiall manner and form, as I my self might or could do, in all and every respect or degree whatsoever or howsoever, and without any manner of let, denyall or contradiction or interruption of me the said O. Lady S. or of any other person or persons whatsoever, in, by or through my act, means, consent, privity or procurement. And I the said O. Lady S. do covenant, promise, grant, and agree, to and with the said Sir T. L. and his assignes by these presents, that it shall and may be lawful, to and for the said Sir T. L. and his assignes, from time to time, and at all times hereafter during my naturall life, as occasion shall be offered, to have and take as well all and every the nets and other engines and instruments of what kind soever, as also all the dogs and spaniels of whatsoever sort or kind, of all or any persons whatsoever, that shall at any time or times hereafter, hawk, hunt,

fish

fiſh or fowl, within or upon the ſaid Lordſhip of Mannor of M. *ſuper S.* or within or upon any part or parcel thereof, without the licence and conſent of the ſaid Sir T. L. or his aſſignes, or ſome of them, thereunto firſt had and obtained, he the ſaid Sir T. L. or his aſſigns delivering or cauſing to be delivered unto the Baliff or Steward for the time being, of me the ſaid O. Lady S. of the ſaid Mannor or Lordſhip of M. *ſuper S.* the aforeſaid nets, Engines, inſtruments and dogs, ſo to be taken as aforeſaid, to be uſed, beſtowed and imployed, to and for the uſe and behoof of me the ſaid O Lady S. in ſuch manner and form as I the ſaid Lady S. or my aſſigns ſhall think fit. In witneſs &c.

A Leaſe of Cole mines.

THis Indenture made the, &c. between I. L. of &c. and A. B of, &c. witneſſeth, that the ſaid I. L. for and in conſideration of, &c. hath demiſed, granted, and to farm letten, and by theſe preſents doth, &c. unto the ſaid A. B. all and all manner of mines, pits and veins of cole now open and known, or that may be found out by digging, ſinking or otherwiſe howſoever, lying and being in certain lands, called or known by the name of, &c. within the mannor of, &c. with free liberty to and for the ſaid A. B. his executors and aſſignes from time to time, and at all times during the term hereafter mentioned, to dig, ſearch, ſink, trench and mine, in and upon the ſaid lands called W. and every part and parcel thereof, at his and their wills and pleaſure, for the ſearching out, having and taking up of coals, and the ſame ſo trenched, digged and found, to take and carry away from time to time, and at all times during the term by theſe preſents demi-

demiſed, except and alwayes reſerved; unto the ſaid I. L. his heirs and aſſignes, all and all manner of quarries heretofore demiſed, by the ſaid L. L. to C.D. of &c. To have and to hold the ſaid mines and pits of coals, with free liberty of digging, trenching, ſearching and carrying away the ſame, with all and ſingular other the premiſſes except before excepted unto the ſaid A. B. his executors, adminiſtrators and aſſignes, from the Feaſt of &c. unto &c. yielding &c. and if it happen the ſaid yearly rent of &c. to be behind &c. and the ſaid A. B. for himſelf &c. covenanteth &c. that he the ſaid A. B. his executors, adminiſtrators or aſſigns, at his and their own proper coſts and charges, ſhall and will from time to time, and at all times hereafter during the ſaid term of &c. ſo long as any ſuch mine or pit ſhall be digged or trenched, for ſearching out of coals as aforeſaid, fill up the ſaid mine or pit with meaner earth, and then level the ſame in ſuch ſort again, as the ſame may not be to the annoyance of the Occupiers of the ſaid lands, called W. or any of them. In witneſs &c.

A Letter of Licence.

TO all Chriſtian people, to whom theſe preſents ſhall come, We A. B. of London Alderman, R. L. I. D. and I. P. Merchants, &c. ſend greeting in our Lord God everlaſting. Whereas I. C. Citizen and Vintner of London, (for and by reaſon of the commerce, divers contracts, agreements, and other cauſes between him and us the above named perſons, paſſed and had,) ſtandeth and is ſeverally indebted unto us the ſaid A. B. R. L. I. D. and I. P. and others, in divers and ſundry great ſummes of money, as by ſeveral obligations and writings under his hand and

ſeal unto us ſeverally made, and otherwiſe it doth and may appear. Now know ye that we the ſaid A. R. R. L. I. D. and I. P. and the reſt, for divers and many good and charitable cauſes and conſiderations us eſpecially moving, have given and granted, and by theſe preſents do give and grant, full licence and liberty unto the ſaid I. C. quietly and freely to go about, attend and negotiate, as well his own private affairs, buſineſs and cauſes, as alſo all other matters and things whatſoever he hath, or ſhall have or do for any other perſon or perſons whatſoever, as wel within the City of *London*, as within all other the &c. at all and every time and times, from henceforth, for and during the ſpace of &c. to begin at the Feaſt of &c. next enſuing the date hereof, without any manner of let, diſturbance, moleſtation, ſtay, arreſt, attachment or ſute of his perſon, or of his goods, chattels, money, merchandizes, or of any other commodities or appurtenances whatſoever, by us the ſaid &c. or any of us, or by the executors or adminiſtrators of any of us on this ſide, or within the ſaid ſpace, time or liberty of &c. and we the ſaid &c. are not onely contented and agreed, to give and grant this our preſent licenſe and reſpite to the ſaid I. C. for the payment of his ſaid debts, but alſo every one of us, for his part, do by theſe preſents freely and cleerly releaſe, remit, quitclaim and forgive unto the ſaid I. C. all and every ſuch ſum and ſums of money, as he the ſaid I. C. at this preſent doth ſeverally owe unto us, in caſe any of us at any time or times, during and within the ſaid ſpace of &c. as aforeſaid, ſhall do, move, procure, practiſe or attempt, or cauſe to be by any wayes or means, any manner of act and acts, thing or things to be done, moved, procured, practiſed or attempted againſt the ſaid I. C. or his goods, chattels,

money,

money, merchandizes, or any other of his things whatſoever, contrary to the purport, true meaning, tenor and effect of this our preſent licence and grant. And further our meaning and intent is, that after the ſaid &c. ſhall be fully &c. expired, we do by theſe preſents give and grant licence to the ſaid I. C. that if he, his executors, adminiſtrators or aſſignes, do from thenceforth yearly, at the end of every year, for and during the term of &c. pay or cauſe to be paid unto us the ſaid ſeveral Creditors, or to the ſeveral executors, adminiſtratots or aſſignes of us and every of us, the full fourth part of the debt to us and every of us owing, that then we nor any of us, nor any other by our or any of our means or procurement, ſhall do any thing or act againſt the ſaid I. C. or any of his goods, chattels, moneys, merchandizes, or any other of his things whatſoever.

An Indenture upon the chooſing of a Burgeſs to ſerve in Parliament

THis Indenture, &c. between H. D. &c. High Sheriff of the County of &c. of the one part, and H. B. and R. G. &c. Burgeſſes and Burrough men of the Burrough and Town of &c. of the other Party, witneſſeth, that the ſaid Burgeſſes and Burrough-men, according to the Proclamation made by the ſaid Sheriff for the election of Burgeſſes in every Burrough or Town within the ſaid County, have the day of the date hereof at A. aforeſaid, elected, named and appointed H. B. and R. G. Eſquir Burgeſſes of the ſaid Town of A. and they to their attendance, advice and counſel at the High Court of Parliament to be holden at Weſtminſter the &c. next coming. In witneſs whereof the ſaid Burgeſſes

geſſes and Burrough-men to theſe preſent Indentures have put their ſeals, and ſubſcribed their names and marks the &c.

A Teſtimonial for relief of one that had his houſe and goods burnt.

TO all Chriſtian people &c. Know ye that we Sir I. T. and T. G. Knights, T. W. E. P. &c. Eſquires, for the ſuccouring and relieving of our poor diſtreſſed brother S. S. of, &c. do by theſe our writings teſtifie, declare and bear witneſſe, that on Friday the tenth of &c. the ſaid S. S. being at Wakefield market, travelling for his livelyhood, a ſudden and lamentable fire hapned, which burnt down his dwelling houſe, with all his goods therein, and his Barn wherein was all his corn and hay, to the utter undoing of the ſaid S. his wife and ſmall children. Now for that the ſaid S. was an honeſt painful man, and is now brought to ſo great miſery and diſtreſs, that he knoweth not where or how to provide for his wife and children, without the charitable relief of well diſpoſed Chriſtians, therefore we pray and deſire all charitable and godly minded perſons, to help, ſuccour and relieve the ſaid S. with their charity towards his livelyhood, and in recompence of his loſſes, and in ſo doing they ſhall oblige us to ſhew like charity to any of their neighbours in their diſtreſs and neceſſity. In witneſs &c.

The beginning of a Demiſe of Coppy hold lands &c.

THis Indenture &c. witneſſeth, that whereas at a Court-Baron, holden for the mannor of &c. on

on the, &c. laſt paſt, the Lord of the ſaid mannor by, &c. the Steward, did give licence to the ſaid I. T. to demiſe and grant the meſſuage, lands and tenements hereafter in theſe preſents mentioned, unto any perſon or Perſons for the term of 21 years, from the Feaſt of, &c. then laſt paſt, as by the Rolls of the ſaid Court appeareth, now the ſaid I. T. in purſuance of the ſaid licence to him granted as aforeſaid, and for and in conſideration of the ſumme of &c. to him &c. hath demiſed, granted, and to farm-letten, and by theſe preſents &c. all that coppy-hold, meſſuage or tenement, with the appurtenances, commonly called or known by the name of, &c. ſituate, lying and being in, now or late in the tenure or occupation of, &c. and all, Prout in ordinary lands, &c.

A Releaſe from two joint Purchaſers, to the other two.

TO all to whom theſe preſents ſhall come, Sir T. W. of, &c. Knight, and T. S. of, &c. Eſquire, ſend greeting, Know ye that the ſaid Sir T. W. and T. S. for good conſiderations them hereunto moving, have remiſed, releaſed, and for ever quit-claimed, and by theſe preſents do for them and either of them, their and either of their heirs, remiſe, releaſe and for ever quit-claim, unto &c. their heirs and aſſignes, all the ſtate, right, title, intereſt, claim and demand whatſoever, of them the ſaid Sir T. W. and T. S. of, in and to all that the mannor and Lordſhip of, &c. with the rights, members and appurtenances thereof, & of, in & unto all and ſingular other the mannors, Lordſhips, lands, tenements and hereditaments, which in and by one indenture inrolled in the Chancery, bearing date the &c. made between the Right Honourable &c. of the one part, and the

ſaid &c. on the other part, were granted, bargained and ſold, or mentioned or intended to be thereby granted, bargained and ſold unto the ſaid &c. and their heirs, and of, in and unto every part and parcell of them, every or any of them. In witneſſe &c.

A ſale of goods to the Plaintiff levied upon a ſciri facias *by the Sheriffs Bayliff.*

KNow all men, &c. that I G. B. Bayliff of the Wapontake of &c. in the County of &c. by vertue of the Writ of *ſciri facias*, to the Sheriff of the ſaid County directed, have levied of the goods and chattels of &c. the ſum of &c. part of a debt due to &c. and levied by vertue of the Writ aforeſaid to his uſe. In full ſatisfaction of which ſaid ſum of &c. I do by vertue of the Writ and Warrant to me directed as aforeſaid, aſſign, ſell and ſet over unto the ſaid &c. all the goods and chattels in the apprizement hereto annexed, nominated at the rate of &c. to have &c. the ſaid goods and chattels, to him, his heirs, executors and adminiſtrators, as his own proper goods and chattels, as fully and abſolutely as I the ſaid G. B. might, could or ought to do by force and vertue of the ſaid Warrant and Apprizement, or otherwiſe howſoever. In witneſſe etc.

A *Leaſe of goods levied by the Sheriff upon Judgement.*

THis Indenture made the etc. between M. F. of etc. of the one part, and I. F. of etc. of the other part. Whereas the ſaid M. F. did in Michaelmas term in the etc. by due courſe of law, obtain and recover one judgement in the Court of Kings Bench

Bench, now called the Upper Bench at *Weſtminſter*, againſt the ſaid I. F. for the ſum of etc. debt and coſts of ſuit, as by the Records remaining in the ſaid Court, *Rot.* 232. whereunto relation being had, more at large it doth and may appear; and whereas Sir I. S. Sheriff of the ſaid County of etc. did on or about the &c. by vertue of a writ of *ſcire facias* upon the ſaid Judgement to him directed, returnable &c. levy of the goods and chattels of the ſaid I. F. the ſumme of &c. in part and ſatisfaction of the ſaid Judgement; which goods and chattels were ſold by the ſaid Sheriff or his Deputy unto the ſaid M. F. as by a particular Schedule or Inventory hereunto annexed appeareth. *Now this Indenture witneſſeth*, And it is fully concluded and agreed by and between the ſaid parties to theſe preſents, in regard the ſaid goods and chattels mentioned in the ſaid Schedule, cannot be preſently ſold for the beſt benefit and advantage of the ſaid M. F. that the ſame goods and chattels ſhall remain and continue in the cuſtody and poſſeſſion of the ſaid I. F. for the uſe and behoof of the ſaid M. F. his &c. for and during the ſpace and time of ſix moneths, next after the date hereof; and if any of the ſaid goods and chattells, mentioned in the ſaid Schedule hereunto annexed, have been already, or hereafter during the ſaid ſpace of ſix moneths, ſhall be ſold or diſpoſed of by the ſaid I. F. his executors, adminiſtrators and aſſigns, then he the ſaid I. F. for himſelf, his executors and adminiſtrators, and for every of them, doth by theſe preſents covenant, promiſe, grant and agree, to and with the ſaid M. F. his executors, adminiſtrators and aſſigns, to give a juſt and true accompt or accompts, together with the proceed or increaſe thereof in writing, upon requeſt made, and to pay or cauſe to be paid unto him the ſaid M. F. his execu-

tors, adminiſtrators or aſſignes, all ſuch ſum or ſums of money as ſhall be found due upon the ſaid accompt or acompts, ſo to be made or given, and at the end or expiration of the ſaid term, ſhall and will well and truly deliver, or cauſe to be delivered unto the ſaid M. F. if the ſaid I. F. his executors &c. ſhall be thereunto required, the reſidue and remainder *in ſpecie*, with the proceed and increaſe thereof, of all ſuch goods and chattels, mentioned in the ſaid Schedule of Inventory, as ſhall be ſo ſold or undiſpoſed of, the ſaid M. F. his executors, adminiſtrators or aſſignes, allowing in the mean time unto the ſaid I. F. his executors or adminiſtrators, all the benefit and advantage of the wool, milk, and work of the cattel, comprized in the ſaid Schedule hereunto annexed, and the uſe of the other goods comprized in the ſaid Schedule or Inventory, for the pains and care of the ſaid I. F. to be taken in and about the ſelling, diſpoſing and keeping of the ſaid goods and chattels, or any of them. In witneſſe &c.

A *Leaſe of lands in the* Barbadoes.

THis Indenture made, &c. between R. C. of &c. and M. S. of &c. witneſſeth, that the ſaid R. C. for divers good cauſes and conſiderations him hereunto eſpecially moving, hath demiſed, granted and to farm letten, and by theſe preſents doth demiſe, grant and to farm let unto the ſaid M. S. all that his own ſhare, part and portion of land, containing in all by eſtimation fourty acres of land, be it more or leſs, ſituate and being in &c. as the ſame was lately and now is ſeparated and divided from other lands now inhabited by the Engliſh Merchants and Planters, or their aſſigns, and allotted unto the ſaid R. C.

C. for one of his ſhares of his adventure with the ſaid company of the ſaid Iland, and now are or late were in the tenure or occupation of R. P. or his aſſignes, and alſo one acre of land being part or parcel of &c. lying within &c. likewiſe allotted unto the ſaid R. C. for another ſhare of his adventure to the ſaid Iland, the ſame acre of land to be meaſured, and ſet out in ſome convenient place of the ſaid ſhare of land, adjoining upon or neer unto the freſh water, together with free ingreſs, egreſſe, regreſſe, way and paſſage to and for the ſaid M. S. his executors, ſervants, and aſſigns, by and through &c. at all convenient times, and by all fitting and convenient wayes and paſſages, to fetch water from the ſprings and rivolets thereunto adjoining, as need ſhall require. To have and to hold the ſaid ſhare of land, and acre of land, and all other the above demiſed, or meant, mentioned or intended to be demiſed premiſſes, with their and every of their rights, members and appurtenances unto the ſaid M. S. his &c. from &c. for and during the term of etc. M. S. his etc. yielding and paying therefore yearly and every year during the ſaid term of etc. unto the ſaid R. C. his etc. the moiety or one half part of all the profits and gains whatſoever, which ſhall yearly be made or raiſed by, or by means of the digging, ſetting, planting, ſowing, manuring or imploying the ſaid lands and premiſſes above by theſe preſents demiſed or meant, or mentioned to be demiſed, and every or any part thereof, or by any other wayes or means whatſoever, the ſame to be yearly and every year, once or oftner, (as ſhipping may conveniently be had) ſent into England, to and for the uſe of the ſaid R. C. his heirs and aſſignes, for and in full ſatisfaction and payment

ment of all manner of rents whatſoever, and the ſaid M. S. for him, his &c. doth covenant and grant to and with the ſaid R. C. his &c. by theſe preſents, in manner and form following, that he the ſaid M. S. ſhall and will once in every year yearly, or oftner during the ſaid term hereby granted, and as ſhipping may be conveniently had as aforeſaid, make and ſend unto the ſaid R. C. his heirs or aſſignes, a juſt and true accompt how the ſame lands and premiſſes hereby demiſed, have untill that time been imployed and uſed, and likewiſe with the ſame accompt ſhall and will ſend and deliver, or cauſe to be delivered unto, and for the uſe and behoof of the ſaid R. C. his heirs and aſſigns, unto the City of London, the ſaid moiety or one half part of all the increaſe, profits and gains above by theſe preſents reſerved, which ſhall happen to be accrued or riſen, by means of the husbanding and imploying of the ſaid lands and premiſſes by theſe preſents demiſed, and alſo ſhall and will from time to time ſend and deliver, together with the ſaid rent above reſerved, unto the ſaid R. C. his executors or aſſigns, all the other moiety or half part of all the profits and gains, which ſhall happen to be accruing and ariſing, by means of the ſaid husbanding and imploying of the ſaid lands and premiſſes in ſort as is aforeſaid, or ſo much thereof over and above the ſaid rent as ſhall be due and payable by vertue of theſe preſents, untill the ſumme of &c. ſhall be fully ſatisfied and paid unto the ſaid R. C. his &c. which ſumme he the ſaid R. C. at and before the enſealing of theſe preſents, did diſburſe and lay out, for the furniſhing of the ſaid M. S. with implements, utenſils and other neceſſaries, to be uſed and imployed in and about the manuring, managing and dreſſing of the ſaid lands above mentioned to be demiſed,

miſed. And further that he the ſaid M. S. his executors, adminiſtrators or aſſignes, or ſome of them, ſhall and will from time to time, at & all times hereafter during the continuance of this demiſe, in good order of husbandry, ſet, ſow, plant and imploy the lands and premiſſes hereby demiſed, to the beſt advantage, according to the cuſtom of the Country there uſed and to be uſed; And alſo ſhall and will at his and their own proper coſts and charges, erect, build and ſet up in good order of workmanſhip one covenient houſe upon ſome moſt commodious place of the premiſſes. And further that he the ſaid M. S. his &c. ſhall not and will not at any time or times hereafter, during the continuance of this preſent leaſe, demiſe or grant the premiſſes to any perſon or perſons whatſoever, for and during the term hereby granted, or any part thereof, without the licence of &c. or make any wilfull waſte or ſpoil upon any the Cedar or Timber trees now ſtanding, growing or being, or which at any time hereafter ſhall ſtand, grow or be upon the premiſſes, or any part thereof, other than for their neceſſary uſe. Covenant for reparations and for quiet enjoying, &c. provided alwayes, that if it ſhall happen the ſaid yearly rent to be behind &c. or if default ſhall be made of or in performance of any the covenants, grants, articles, payments and agreements herein contained on the parts &c. that then and from thenceforth it ſhall and may be lawfull &c. In witneſs &c.

A *Leaſe from a company.*

THis Indenture made &c. between &c. Witneſſeth that the ſaid Mr. and ſcut Wardens, by and with the aſſent and agreement of the more part of

of the moſt antient and diſcreet perſons of the ſaid Fraternity, their aſſiſtants, as well for and in conſideration of the ſum of &c. have demiſed, &c. all that their meſſuage, &c. To have and to hold, &c. yielding &c. A Covenant for reparations for emptying the ſedges, widraughts and privies, to leave it in good repair, with all doors, locks, keys, bolts and glaſs windows, wainſcot, partitions, and ſuch like as ſhall be fixed, faſtned and ſet within or about the premiſſes, and are not removeable by the cuſtome of the City of London, without defacing, ſpoiling or deſtroying the ſame; and that it ſhall and may be lawful to and for the ſaid Maſter, &c. their Rent gatherer, officer and aſſignes, to enter and come into and upon the premiſſes, there to view, ſearch and ſee the eſtate of the reparations of the ſame, and of the decaies and defaults there found, to give or leave warning at the premiſſes aforeſaid, to and for the ſaid L. W. his &c. to repair and amend all and every the ſaid decaies and defaults within the ſpace of &c. Provided alwayes, that if it ſhall happen the ſaid yearly rent of &c. or if the ſaid L. W. ſhall grant, aſſign or ſet over his &c. to any perſon or perſons without the &c. or if the reparations of the premiſſes, or any part thereof, ſhall not be made and done within the ſpace of, &c. above limited for the doing of the ſame, that then and from thenceforth in every or any the caſes aforeſaid, this preſent leaſe and terms of year ſhall ceaſe, determine and be utterly void, and that then or at any time after, it ſhall and may be lawful to and for the ſaid Maſter, and four Wardens of the Fraternity aforeſaid, and their ſucceſſors for the time being, and their rent-gatherer, officer, or any other certain Atturney in their name and to their uſe into the premiſſes above demiſed, with the appurtenances, to re-enter,

ter, and the ſame to have again, &c. and the ſaid L. W. and all other occupying &c. thereof thereout to expell &c. In witneſs &c.

A Leaſe from a Parſon and Church wardens, with a Covenant for building &c.

THis Indenture made between G. G. Dr. of Divinity, Parſon and Proprietor of the Pariſh Church of &c. I. M. and C. H. Church-wardens, of the goods, works, rents and ornaments of the ſaid pariſh Church of the one part, and C. L. of &c. of the other part, witneſſeth, that the ſaid Dean and Chapiter, and Church-wardens, with the whole aſſent and conſent of the Pariſhioners of the ſaid pariſh, for divers good cauſes and conſiderations them thereunto eſpecially moving, hereafter in theſe preſents mentioned, viz. as well for the new building and erecting of one tenement which is ruinous and in decay, hereafter in theſe preſents, by them demiſed to the ſame W. as alſo for the increaſe of the yearly rent of the ſaid tenement being lately demiſed to &c. deceaſed, have demiſed, granted and to farm letten &c. unto the ſaid W. N. all that tenement with a garden lying on the back-ſide thereof, belonging to the pariſh of &c. late in the tenure of &c. ſituate in &c. between &c. which ſaid tenement and garden, on the South-part thereof, containeth in length from &c. eighty four foot aſſize, and in breadth from the North-corner of &c. to the &c. twenty foot of aſſize, and in length from the Eaſt-ſide of &c. and from the South corner of &c. to &c. nineteen foot and two inches of aſſize, and all rooms, chambers, ſelers, ſollers, houſes, gardens, yards, entries, eaſements, and

and all other edifices and buildings, with all and singular their appurtenances whatsoever to the said tenement and garden belonging or appertaining, in as large and ample manner as the same were demised, used and occupyed by the said etc. his assigns or any of them. To *have and to hold* etc. yielding etc. unto the Church-wardens of the parish for the time being, and to their Successors, to the use of the said Church, the sum of etc. at the etc. And whereas the said tenement is at this present in utter ruin and decay, and not meet to be inhabited, therefore the said W. N. for the consideration beforementioned, doth for him, his etc. covenant and grant to and with the said Church-wardens, and their Successors, Church-wardens of the said parish by these presents, that he the said W.N. his etc. shall and will for his most benefit and commodity, erect and new build the said tenement, with good and wel-seasoned timber, within the space of etc. and the same erected and built, shall and will sufficiently repair, maintain and keep, with all manner of reparations in and by all things whatsoever, as often as need shall require, during the said term. Covenant for re-entry, upon non payment or not repairing. Covenant for quiet enjoying. Et similia.

A Lease from a Town or Corporation to commence at the end of a former, with severall Provisoes.

THis Indenture made between the Maior, Bailiffs and Burgesses of the Burrough and Town of etc. in etc. and H. T. of etc. witnesseth, that the said Maior, Bayliffs and Burgesses, by and with one full assent, consent and agreement, as well for and

and in consideration of the summe of &c. to be paid unto the said Maior, Bayliffs and Burgesses at the commencement of this present lease, as also for divers &c. and for and upon the conditions and provisoes hereafter in these presents expressed, have demised, granted, set and to farm letten, and by these presents do &c. unto the said H. T. all that their burgage, messuage and Teniment with the appurtenances, situate, lying and being in P. aforesaid, upon the East-side of a certain Close, there commonly called the &c. late in the tenure of, &c. and also all that shop, &c. and all and singular other the houses, edifices, buildings, barns, stables, shops, rooms, losts, folds, courts, yards, back-sides, curtillages, commons, common of pasture and turbary wayes, waters, easements, liberties, profits, commodities, emoluments, advantages and appurtenances whatsoever, to the said Messuages, burgage, or tenement and shop, or any of them, or to any part or parcel thereof, belonging, or in any wise appertaining, or heretofore &c. *To have and to hold* the said &c. to the said &c. from and after the end and expiration of one lease heretofore made &c. of the said premisses unto L. T. late father of the said H. T. for the term of &c. yielding and paying therefore yearly during the said term unto the said Bayliffs for the time being, and their Successors, to the use of the said Maior, Bayliffs and Burgesses, and their Successors, the annual or yearly rent of &c. at the Feast of &c. only, during the said term, or within etc. next after the same, if it be lawfully demanded, either by publique notice, or otherwise, for all manner of rents, boons, duties, sutes, services, and demands whatsoever; and if it shall happen, the said yearly rent of &c. that then and from thenceforth it shall be lawfull to and

for

for the ſaid Maſor, Bayliffs and Burgeſſes, their &c. into the ſaid demiſed premiſſes &c. and the diſtreſs or diſtreſſes &c. until ſuch time as the ſaid rent &c. be fully ſatisfied and paid unto the ſaid Maior, Bayliffs &c. and if no ſufficient diſtreſſe may or can be found in and upon the ſaid demiſed premiſſes, or any part thereof, to ſatisfie the ſaid rent with the arrerages thereof, or that the ſaid Bayliffs for the time being, be interrupted or hindred to diſtrain for the ſame, that then and from thenceforth it ſhall and may be lawful, to and for the ſaid Maior, Bayliffs and Burgeſſes, their heirs and ſucceſſors, or any of them, into the ſaid demiſed premiſſes, or any of them, with the apportenances, to re-enter, and the ſame to have again, re-poſſeſs and enjoy, as in &c. this preſent Indenture, or any thing &c. Covenant for reparations, and to leave it ſo. Proviſo, that in caſe of non-payment of the rent, or if the premiſſes ſhall be aſſigned to any perſon not dwelling or inhabiting within the ſaid Burrough or Town, and who is not a free Burgeſs of the ſaid Town, that then and from thenceforth &c. Provided further and upon this conditlon, that if it ſhall happen the ſaid H. T. to die without iſſue male of his body lawfully begotten before the commencement of theſe preſents, and before the payment of &c. being the conſideration agreed upon to be paid for the ſame, then if R. T. of &c. or the iſſue male of his body lawfully begotten, or I. T. or the iſſue male of his body lawfully begotten, do pay to the ſaid Maior, Bayliffs and Burgeſſes for the time being, their heirs and Succeſſors, the ſaid ſumme of &c. in manner and form as aforeſaid, and alſo 20 l. to the iſſue female ſurviving of the ſaid H. T. if there be any ſuch then living, within one year then after their or either of their entry, that

then

then and from thenceforth the ſaid R. T. ſhall be intereſſed in theſe preſents, to him and the heirs males of his body lawfully begotten, and for default of ſuch iſſue, to the ſaid I. T. youngeſt brother of the ſaid H. and of the heirs males of his body lawfully begotten, he the ſaid I. T. or his iſſue male paying the ſaid ſum of &c. to the ſaid Maior, Bayliffs and Burgeſſes, and the ſaid ſumme of &c. to the iſſue female of the ſaid T. H. in ſuch manner and form, as is herein before expreſſed, limited and appointed, and for default of ſuch iſſue, then to the heirs and aſſigns of the ſaid H. during the reſidue of the ſaid term. In witneſs &c.

A Leaſe for three lives, with a Letter of Attorney to take and give poſſeſſion.

THis Indenture made &c. between &c. witneſſeth, that the ſaid &c. for and in conſideration of &c. doth demiſe &c. all that his meſſuage and Tenement with the appurtenances, and all and ſingular ſhops, ſellers, ſollers, chambers, rooms, entries, waies, yards, backſides, lights, eaſements, profits and commodities whatſoever, to the ſaid meſſuage or tenement belonging or appertaining, or to or with the ſame uſed, occupied or enjoyed, late in the tenure &c. ſituate &c. *Habend.* the ſaid meſſuage or tenement, and other the premiſſes, with the appurtenances, to the ſaid &c. and to his aſſigns, for and during his natural life, the remainder thereof to the ſaid F. his wife, and to her aſſigns, for and during the term of her natural life, the remainder thereof after the ſaid ſeveral deaths of H. and F. unto the ſaid S. for and during the term of her naturall life; Yielding &c. during the ſaid term or eſtates, and every or any of them, unto the ſaid I. his heirs and aſſigns the rent of &c. at the &c. by even and equal portions,

and yielding and paying therefore alſo unto the ſaid I. his &c. for and upon any alienation, demiſe or grant of the premiſſes, or of the greater part of them, and for and upon any change of tenant or tenants of the premiſſes, during the ſaid term or eſtates, or any of them, the ſum of &c. (toties quoties) for every change, alienation or demiſe, in the name of a fine for alienation, the ſame fine or fines to be paid to the ſaid &c. at the meſſuage or tenement aforeſaid within the ſpace of &c. next enſuing the firſt of the Feaſts aforeſaid, which ſhall next come or happen to be after any ſuch alienation &c. of the premiſſes, or the greater part thereof. A Covenant that they the ſaid H.F. his wife, and S. their &c. or ſome of them, ſhall or will at or before the &c. expend, diſburſe and lay out, in, upon or about the buildings, repairing, ſtrengthning and bettering of the ſaid meſſuage or tenement, with the appurtenances, and other the demiſed premiſſes, the ſum of &c. at or before the Feaſt of &c. provided alwayes, that if it ſhall happen the ſaid yearly rent of &c. or the ſaid fine or fines that ſhall grow due &c. at any time during the life of &c. to be behind and unpaid, in part or in all, by the ſpace of &c. next after &c. or if the ſaid demiſed premiſſes, or any part therof, ſhall be in decay or unrepaired by the ſpace of &c. next after notice given, that then the eſtate of the ſaid H. for and during his naturall life, ſhall ceaſe, determine and be utterly void and of none effect, to all intents and purpoſes; or if at any time after the deceaſe or determination of the ſaid eſtate of the ſaid H. and during the life of the ſaid F. it ſhall happen the ſaid yearly rent of &c. or the ſaid fine or fines to be behind and unpaid &c. by the ſpace of &c. or that the ſaid demiſed premiſſes ſhall be in decay, or want repairing &c. by the ſpace of &c. that then likewiſe the ſaid eſtate of the ſaid F. ſhall ceaſe, determine

termine, &c. and that then and at all times from thenceforth, it ſhall and may be lawful to and for the ſaid I. his &c. into the ſaid demiſed premiſſes, with the appurtenances, and into every part and parcell thereof to re-enter, and the ſame to have again, repoſſeſs and enjoy as in his and their former eſtate, and that thereupon this preſent Indenture of Leaſe to be void and of none effect, any thing herein &c. And laſtly, the ſaid I. P. doth by theſe preſents make, ordain, conſtitute, authorize and appoint, and in his ſtate and place put his truſty and well beloved friends P. W. and I M. to be his true and lawful Atturneys, jointly or ſeverally for him, and in his ſtead and name, to enter into and upon the ſaid demiſed premiſſes, or into or upon any part or parcel thereof, in the name of the whole, for him, in his name and to his uſe to take and keep, and after ſuch poſſeſſion ſo had and taken, full and peaceable poſſeſſion and ſeizin of the ſame premiſſes, or of any part or parcell thereof in the name of the whole, for him, in his ſtead and name, to give and deliver unto the ſaid H. R. F. his now wife, and S. B. or any of them, or to their or any of their certain Atturney or Atturneys, in that behalf authorized, according to the tenor, purport, effect and true meaning of theſe preſents, ratifying, allowing and holding firm, all and whatſoever his ſaid Atturneys jointly, or either of them ſeverally, ſhall do or cauſe to be done, in or about the premiſſes by the tenor of theſe preſents. In witneſs &c.

A Letter of Atturney to deliver two Leaſes.

TO all to whom &c. I W. L. of &c. ſendeth greeting. Whereas the ſaid W. L. hath cauſeth two ſeveral Indentures bearing date with theſe preſents, to

be drawn and ingroſſed, purporting ſeveral demiſes and grants, from the ſaid W. L. unto R. G. of &c. the one of them purporting a demiſe of all that one Cloſe &c. (as in the Leaſe is recited,) with their appurtenances now or late in &c. lying and being in &c. *To have and to hold* the ſaid ſeverall Cloſes and Premiſes, and every part and parcel thereof, unto the ſaid R G. his &c. from the &c. as in the Leaſe: Yielding &c. if demanded, and the other of them purporting a demiſe of all that meſſuage or tenement, with the appurtenances &c. as in the Leaſe: To which ſeveral Indentures the ſaid W. L. before the enſealing and delivery of theſe preſents, Hath put his hand and ſeal. Now know ye that the ſaid W. L. hath made, ordained, conſtituted, authorized and appointed, and by theſe preſents doth &c. his Truſty and well-beloved friends R. S. &c. his true and lawful Atturneys, jointly and ſeverally, for and in the name and place of him the ſaid W. to enter and come into and upon the ſaid ſeveral grounds, and all and ſingular other the premiſes above ſeverally mentioned to be demiſed, or any part or parcel thereof, for and in the name of the whole, and full and peaceable poſſeſſion and *ſeiſin* therof to take and have, and being ſo entred, and thereof or of any part thereof quietly poſſeſſed, then and there for and in the name, and as the proper act and deed in the law of the ſaid W. L to deliver to the ſaid R. G. or to his lawfull Atturney or Aſſignee in that behalf, to his proper uſe and behoof, the ſaid ſeveral Indentures, to which the ſaid W. L. hath put his hand and ſeal as aforeſaid, and alſo to do, ſay, exerciſe, execute, conclude, determine and finiſh, all and every other act and acts, matter and thing whatſoever, which in and about the delivery of the ſame ſeveral Indentures, or either of them, ſhall be requiſite and expedient to and for his ſaid Atturneys, or either

of

of them to do by all due and lawful circumſtances, ſo fully and effectually in every reſpect, as he the ſaid W. L. might or could do being perſonally preſent at the doing thereof, giving and by theſe preſents granting unto the ſaid &c. the full and whole power, ſtrength and authority of him the ſaid W. L. in the execution of the premiſſes, and ratifying and allowing all and whatſoever the ſaid &c. or either of them ſhall lawfully do or cauſe to be done in the execution of the premiſſes, for and in the name of the ſaid W. L. as the proper act and deed of him the ſaid W. L. In witneſs &c.

An Aſſignment of certain debts by an Adminiſtratrix to Creditors.

TO all to whom &c. I E. B. of *London* widow, Adminiſtratrix of all and ſingular the goods, chattels debts and credits, which late were R. B. my husbands deceaſed, ſend greeting &c. Whereas the ſaid R. B. my ſaid late husband, in his life-time ſtood indebted unto &c. and to every of them ſeverally, in certain ſeveral ſums of money; Know ye therefore that I the ſaid E. B. intending as much as in me lyeth, to give content and ſatisfaction unto them and every of them, Have given, granted, bargained, aſſigned, and ſet over, and by theſe preſents do fully, clearly and abſolutely &c. unto the ſaid &c. and to every of their executors, adminiſtrators and aſſigns, all and every the book-debts, ſpecialties, obligations and writings obligatory, acquittances and receits named and mentioned in a Schedule &c. which are due and owing unto me the ſaid E. as Adminiſtratrix, as aforeſaid, by one &c. and one &c. by what name or names ſoever they be called or known, and by ſuch their Sureties, as in the ſaid obligations or writings obligatory

are named, as in and by the &c. more plainly &c. together also with all and every summe and summes of mony, commodity, profit, benefit and advantage, that shall or may come, grow or be had, made, gotten or obtained, of or by the said book-debts, obligations, and writings obligatory, and every of them, and all my right, title, interest, property, claim and demand, of, in and to the same and every part thereof. And I the said &c. for me, my executors and administrators, do covenant, grant and promise, to and with the said &c. and every of them, their and every of their, &c. by these presents, that I the said E. B. have not heretofore released, or by any wayes or means discharged, the said book-debts, obligations, writings obligatory, acquittances or receipts, or any of them, or the several summes of money in them comprized, or any part or parcel thereof, and I the said &c. my &c. shall not, nor will not at any time or times hereafter, release, or by any wayes or means discharge the said book-debts, obligations, writings obligatory &c. or the said several summes of money in them or any of them contained, without the consent of, &c. first thereunto had, &c. and that I the said &c. my &c. shall and will permit and suffer the said &c. jointly and severally, at their costs and charges, to commence, pursue and prosecute all and every such lawfull actions, sures and executions, which shall or may in any wise be commenced, prosecuted or brought against the said &c. by reason of the said book-debts &c. and the same actions &c. shall and will avow, justifie and maintain, without fraud or goile. And that the said &c. their &c. shall or may quietly have, possess and enjoy to their own proper use and uses all and every such sum and sums of mony, executions, and the benefit thereof, which shall be had, levied, recovered or obtained by reason of the same

ſame, and ſhall have full power and authority in the name of me to acquit, releaſe &c. the ſaid &c. for, touching &c. the ſaid book-debts &c. In witneſs &c.

A Letter of Compoſition for half debts.

TO all whom &c. we E. E. &c. Citizens &c. of *London*, Creditors of P. P. &c. ſend greeting. Whereas the ſaid P. P. the day of the date of theſe preſents, is and ſtandeth juſtly indebted, and doth owe unto us the ſeveral parties above named, divers and ſeveral ſummes of money; And by reaſon of the many loſſes, great hindrances and other damages happened unto him, he is utterly unable, (as he affirmeth) and as appeareth unto us, to give other ſatisfaction for our ſaid debts, than by and with ſuch goods and wares as are now remaining in his hands, and ſuch debts as are now at this preſent owing unto him, which we the ſaid Creditors are unwilling to accept of or any wayes to intermeddle with, but have rather reſolved and made choice to undergo a loſſe certain, and to accept of 10 s. per l. or the one half of the debts by him owning unto us, to be duly paid in full ſatisfaction of our ſaid debts, in manner and form following, viz. When and as ſoon as all and every of us the Creditors above named, have ſubſcribed, ſealed, and in due form of law delivered this preſent writing to the uſe of the ſaid P. P. then he the ſaid P. P. his executors, adminiſtrators or aſſignes, ſhall pay or cauſe to be paid unto every of us the ſaid Creditors our &c. one fifth part of &c. after the rate of 10. s. in the l. by theſe preſents agreed upon to be accepted of, in full ſatisfaction of our ſaid debts, and the remainder of our ſaid debts, after the rate and agreement aforeſaid in ſix parts being divided, to be paid at ſix ſeveral payments half yearly, at ſuch indiſ-

ferent place and places, as we the ſaid Creditors, and every of us, our &c. ſhall nominate and appoint. The firſt payment wherof to begin and to be made on the &c. next enſuing the date of theſe preſents. The ſecond payment to be made &c. Now know ye, therefore, that we the ſaid Creditors do covenant & grant, and every of us for his own part, and for his own &c. doth covenant and grant to and with the ſaid P. P. his &c. and to and with every of them by theſe preſents, that if the ſaid P. P. his &c. or any of them, upon the enſealing and delivery of this preſent writing by all and every of us the ſaid Creditors, according to the effect and true meaning of theſe preſents, do and ſhall well and truly pay or cauſe to be paid unto every of us the ſaid Creditors, our and every of our &c. the ſaid fifth part of our ſaid debts, after the rate of 10 s. per l. according to the agreement aforeſaid, at the &c. without any fraud, coven or further delay; And alſo if the ſaid P. P. his, &c. for the more ſure payment of the reſidue and remainder of our ſaid debts after the rate aforeſaid in ſix parts to be divided, and to be paid at ſix ſeveral payments, at ſuch dayes, times, place and places, and in ſuch manner and ſort as is above limited and expreſſed, do and ſhall at or before the &c. become bound unto us and every of us, our &c. in double the ſumme or ſommes, in the condition or conditions in the ſame obligation or obligations or writings obligatory to be ſpecified. And further, if the ſame obligations and every of them ſhall be delivered unto every of us, or the aſſignee or aſſignees of us and every of us, at or before the ſaid &c. at ſuch indifferent place or places as we the ſaid Creditors, our &c. ſhall nominate, that then from and after ſuch payment made, of the ſaid firſt part of our ſaid debts, after the rate of 10 s. in the l. and after the ſame obligations made and delivered

ſivered unto us, for the ſeverall payments aforeſaid, according to the limitation, effect, tenor and true meaning of theſe preſents, we the ſaid Creditors, and every of us the executors, &c. ſhall and will hold our ſelves well contented and ſatisfied, for all ſuch debts as he the ſaid P. P. his &c. did formerly owe unto us and every of us before the enſealing of the ſame obligations, and that then alſo we the ſaid Creditors and every of us, or the executors &c. within fourteeen dayes next after the enſealing & delivery of the ſame obligations unto us and every of us, according to the true meaning of theſe preſents, ſhall and will ſeal, ſubſcribe, and in due form of law deliver unto the ſaid P. P. his &c. one generall releaſe or other diſcharge of all debts, duties and demands whatſoever, by the ſaid P. P. unto us and every of us formerly owing or payable from the beginning of the world until ſome few dayes before the date of the ſame obligation, ſo to be ſealed and delivered unto us as aforeſaid. Provided alwayes, that theſe preſents, nor any agreement, matter or thing herein contained, ſhall be of any force or effect, to bind or charge us or any of us the ſaid Creditors, which have or ſhall hereunto agree, ſeal and ſubſcribe, before the firſt day of &c. next coming after the date of theſe preſents. In witneſſe &c.

Another Letter of Compoſition.

TO all to whom &c. we A. B. Creditors of, &c. ſend greeting. Whereas the ſaid W. C. and W. I. are and do ſtand jointly indebted, and dow owe unto us the ſaid Creditors divers ſums of mony, which as it ſeemeth they are very willing to ſatisfie unto us and every of us, as they and either of them ſhall be able. Nevertheleſſe we the ſaid Creditors and every of

of us who have hereunto ſealed and ſubſcribed (finding and perceiving that they the ſaid W. and W. are much damnified and impoveriſhed by many loſſes and hindrances through Chapmen and otherwiſe, whereby they are diſabled to yield unto us full and plenary ſatisfaction for our ſaid debts) are contented and well-pleaſed, and of our free motions do ſeverally and reſpectively agree and bind our ſelves, our heirs, &c. to the ſaid W. and W. by theſe preſents, to accept and take of them the ſaid W. and W. their &c. after the rate of &c. in the pound, in full ſatisfaction of all ſuch debts and ſums of mony, as they do jointly owe unto us & every of us reſpectively, the ſame to be paid at four equal payments, in four parts to be divided. The firſt payment thereof to be made and to begin at &c. (recite all the payments) ſo as the ſaid W. and W. for the more ſure and better payment of the ſeverall ſums aforeſaid, in recompence and ſatisfaction of our and every of our ſaid ſeveral debts, after the rate of &c. in the pound as aforeſaid, their executors or adminiſtrators do before the &c. become jointly bound with ſufficient ſureties unto us & every of us reſpectively, by obligations in double the penalties in due form of law to be made, ſealed & delivered unto us and every of us, or to our and every of our uſe and uſes, by the appointment of us and every of us, at ſuch place and places as we and every of us ſhall indifferently nominate or preſcribe. Provided alwaies, that theſe preſents, nor any thing herein contained, ſhall be of any force or effect, to bind or charge us or any of us, who have hereunto ſealed and ſubſcribed, unleſs and untill all and every the reſidue of us the ſaid Creditors above named, ſhall and do likewiſe ſeal and ſubſcribe theſe preſents, at or before the &c. next enſuing. In witneſs &c.

A Letter of Licenſe and Compoſition for payment at ſeveral times.

TO all &c. we Creditors of &c. ſend gretting. Whereas the ſaid I. M. at this preſent time doth ſtand indebted, and juſtly oweth unto us the ſaid Creditors divers and ſundry ſummes of money, which by reaſon of many debts, and ſome of them very great, that are likewiſe juſtly owing him, and cannot be had and recovered without ſome reſpite of time, and ſome of them not without ſute, he is verily much diſabled to make preſent payment unto us the ſaid Creditors, of our whole and juſt debt, as he ſeemeth willing and deſirous. In conſideration whereof he inſtantly deſireth and required, that we the ſaid Creditors, and every of us, will be pleaſed to give and grant unto the ſaid &c. ſuch liberty and reſpite of time, for the payment and ſatisfaction of our ſeveral debts, as he thinketh reaſonable, for the obtaining, getting and recovering of his ſaid debts, viz. that we and every of us would be contented to take, and accept our ſaid whole debts in three equal parts to be divided, and to be paid at three ſeveral payments in manner and form following, viz. the firſt payment thereof to be one equal third part of the ſaid whole debt, and to be made on the &c. the other two third parts thereof reſidue, to be divided into four equal parts, and to be paid at four ſix moneths then next following, viz. on the &c. one equal part thereof, name the other two, and one other fourth part, thereof reſidue on the &c. in full payment & ſatisfaction of the ſaid ſeveral debts, & for the more ſure performance of the ſaid ſeveral payments aforeſaid, in ſuch manner and form as is above limited and declared, according to the intent and true meaning of theſe preſents,

he the ſaid I. M. ſhall and will at or before the &c. become bound unto us and every of us the ſaid Creditors reſpectively, by one obligation in due form of law to be made, with condition including all and every the ſaid payments in ſuch ſort as is above limited, at ſome convenient place or places within the City of *London*, by every of us the ſaid Creditors to be nominated and appointed, & the penalty of every obligation to be double the whole ſum included in the condition of the ſame, to be delivered to us, and every of us, our &c. at or before the &c. next enſuing the date hereof. Know ye therefore that we the ſaid Creditors whoſe names are hereunder ſubſcribed, and every of us for his own part, and for his own &c. for the conſideration above ſpecifyed and expreſſed, do by theſe preſents willingly conſent, covenant, promiſe and agree to and with the ſaid I. M. his &c. by theſe preſents, that we the ſaid Creditors, and every of us, our &c. reſpectively, ſhall and will accept and take of the ſaid I. M. his &c. all and every the ſaid ſeverall debts and ſummes of money by the ſaid I. unto us and every of us owing and payable upon ſuch, obligation and obligations, aſſurance and aſſurances as aforeſaid, to be paid in ſuch manner and ſort, and at ſuch daies and times as is above limited and required: And further, that we the ſaid Creditors and every of us, our and every of our &c. reſpectively, upon the delivery of the ſaid obligation unto us and every of us, our and every of our &c. ſhall and will at the charge of the ſaid I. M. his &c. ſeal, ſubſcribe, and in due form of law deliver unto the ſaid I. M. one ſufficient general acquittance, to be tendred by him the ſaid I. M. his &c. and to bear date and limitation before the day of the date of the ſaid new obligation to be made for the ſame debt, & alſo for and upon every payment made ac-

according to the limitations aforeſaid, and the intent and true meaning of theſe preſents at the like charge of him the ſaid I. M. his &c. ſhall and will ſeal and deliver unto the ſaid I. M. one ſufficient acquittance to be rendred by him the ſaid I. M. his &c. teſtifying every ſuch payment as aforeſaid, for the better diſcharge of him the ſaid I. M. his &c. and every of them in that behalf. Provided always, and upon condition nevertheleſs that theſe preſents, nor any promiſe, agreement, matter or thing herein contained, nor any act or thing acted by us or any of us, or formerly done, knowledged or ſuffered touching the premiſſes, or to be done, knowledged or ſuffered, ſhall be of any force or effect, to bind or charge us or any of us the ſaid Creditors, who have or ſhall hereunto agree, ſeal and ſubſcribe, unleſs all, and until all and every the reſt and reſidue of us the ſame Creditors abovementioned, do and ſhall likewiſe before the &c. now next coming, ſubſcribe, ſeal and deliver theſe preſents, in due form of Law, according to the intent and true meaning hereof, any thing herein contained to the contrary therof in any wiſe notwithſtanding. In witneſs &c.

A Letter of Licence.

TO all to whom, &c. we M. A. and R. B. Creditors of, &c. Citizen and Mercer of London, ſend greeting. Whereas the ſaid N C. the day of the date hereof is indebted, and doth owe unto us the ſaid Creditors divers ſummes of money, which by reaſon of ſome loſſes unto him hapned, and divers bad debts owing unto him as he informeth us, he is not able preſently to ſatisfie and pay as he willingly would, but requireth our favour and reſpite of time for payment thereof, therefore know ye, that we the ſaid Creditors above named, and every of us, moved

ved with compaſſion and the deſire which the ſaid N. hath to and for the contentation of our ſaid debts, Have given and granted, and by theſe preſents do give and grant unto the ſaid N. C. our ſure and whole licence, liberty and ſafe conduct as much as in us is, ſo alſo he the ſaid N. may ſafely come, go and reſort unto us, and every of us his ſaid Creditors, to compound and take order with us and every of us, for our and every of our ſaid ſeveral debts, without any let, trouble, ſute, arreſt, attachment or other impediment to be offered or done to him the ſaid N. his wares, goods or merchandizes, or any of them, for and during the time and ſpace of one whole moneth, next enſuing the date of theſe preſents, and if it happen the ſaid M. N. in his perſon, goods, wares or merchandizes, or any of them within the ſaid term of one moneth next coming after the date aforeſaid, by us or any of us the ſaid Creditors, or by any perſon or perſons by or through the commandment, will, procuring, partnerſhip, conſent or knowledge of us or any of us, againſt the tenor, form and effect of this our preſent writing of ſafe conduct, in any ways to be arreſted, ſued, impleaded, vexed, hindred or attached, and thereof be not forthwith delivered or defended, that then he the ſaid M. N. his heirs, executors and adminiſtrators, ſhall be by vertue of theſe preſents for evermore clearly acquitted and diſcharged againſt him or them of us, by whom he the ſaid N. ſhall, contrary to the form, effect and true meaning of this our preſeent writing and ſafe conduct, be attempted, vexed, ſued, attached, arreſted or hindred, and thereof not forthwith releaſed or defended as aforeſaid, of all manner of actions, ſutes, debts and demands whatſoever they be, from the beginning of the world, until the day of ſuch arreſt, ſute, attachment or hindrance. In witneſs &c.

An-

Another Letter of Licence.

TO all &c. we whose names &c. Whereas A.B. &c. in divers several sums of mony to us severally is indebted, & hath not wherwithal to satisfie us at present, and we and every one of us, minding to grant unto him favour and respite for the payment of the same. Know ye that we the said Creditors and every one of us being moved with compassion, and fully resolved of the good will and desire which the said A.B. hath, to see the said several debts, duties and summes of money satisfied and paid, Have given and granted, and every one of us for his own proper debt and duty, part and portion severally, Have given and granted, and by these presents etc. unto the said A.B. by whatsoever name, surname or addition he be called or known, sure, full and free liberty, licence and safe conduct as much as in us severally is, in such sort as the said A. B. with all his goods, chattels, debts, duties and other things whatsoever, freely, peaceably and quietly, at his own free choice, election and pleasure, shall and may go, come, abide and sojourn, pass and repass at all and every time and times, from the day of the date hereof, during the term and space of three whole years now next comming, and fully to be compleat and ended. And we the said Creditors, all and every one of us severally for himself, his &c. do and doth severally covenant, promise and agree, that we the said Creditors, or any of us, or any other person or persons for us or any of us, or by our or any of our authority, assent, consent or procurement, the said A. B. or any of his goods, chattels or any other thing or things of his, shall not nor will not in any wise sue, arrest, implead, attach, imprison, condemn, trouble or molest, for or concerning satisfaction

faction or payment, to be made unto us or any of us of our ſaid ſeveral debts and duties, or of any part or parcel thereof, or for any other matter or thing whatſoever, which we or any of us can or may have, pretend or demand, of, for or againſt the ſaid A. B. or to find or provide for us any other Sureties or Security, for the ſatisfaction or payment of the ſaid ſeveral debts and other things, or any of them, or any part or parcell thereof, other than all or every one of us now ſeverally have or hath for the ſame, during the term aforeſaid. And further, we all and every of us Creditors aforeſaid, are agreed and contented, and do covenant &c. that if it hapen at any time or times, he the ſaid A. B. during the term aforeſaid, in or by his body, goods or chattels, by us or any of us, or by our &c. contrary to the true meaning of &c. to be any wayes &c. ſued &c. the ſaid A. B. his &c. ſhall be for evermore by theſe preſents clearly acquitted &c. againſt him or them of us, by whom he or they ſhall contrary and againſt the tenor, form and effect of theſe preſents, be ſued, arreſted &c. of and from all manner of actions, ſutes, quarrels, challenges, debts &c. In witneſſe &c.

A Declaration upon a bond made in a third Perſons name in truſt.

TO all &c. I. &c. ſend greeting. Whereas C. and E. by their obligations &c. recite the bond. Now know ye that I the ſaid I. do hereby acknowledge and confeſs, that although the ſaid Bond is made and taken in my name, yet nevertheleſs it is ſo taken only upon truſt and confidence in me repoſed by I. L. of &c. and E. his wife, and to and for the uſes, intents and purpoſes hereafter mentioned, that is to ſay, that he the ſaid I. L. ſhall have, receive and take

take the uſe and benefit of the ſaid 300 l. during the joint natural lives of them the ſaid I. L. and E. his wife, and that the ſaid principall ſumme, with the intereſt thereof, after the deceaſe of either of the ſaids &c. is to remain and be to and for the uſe of the Survivor of them, and for no other end or purpoſe. In witneſs &c.

A Declaration (by a wife) concerning the diſpoſition of a ſumme of money according to a power reſerved to her by her husband, before marriage, well penned.

TO all Chriſtian people, to whom this preſent writing duplicate indented ſhall come, I E.T. wife of R. T. of the pariſh of &c. in the County of S. ſend greeting. Whereas by an Indenture tripartite, made the 12. day of *May* in the ſixteenth year of &c. between the ſaid R. T. by the name of R. T. Citizen and Salter of *London*, of the firſt part; And me the ſaid E. by the name of E. M. Widow, of the ſecond part; And W. H. of the ſaid pariſh of St. O. in S. aforeſaid, Diſtiller, T. S. of the Inner Temple, *London*, Gent. I. A. of L. Clerk, and N. M. of the pariſh of &c. aforeſaid, Clerk, of the third part; In conſideration of a mariage then ſhortly after to take effect between him the ſaid R. T. and me the ſaid E. it appeareth, that at the time of the making of the ſaid Indenture, it was then intended, concluded and agreed betwixt him the ſaid R. T. and me the ſaid E. that I the ſaid E. or any other perſon or perſons, whom I ſhould think good, nominate or appoint (notwithſtanding the ſaid mariage ſhould take effect) ſhould and might have the full and free diſpoſing of the ſum of one thouſand pounds of lawful money of *England*, and of the benefit and profit thereof, and of every part thereof from time to

time, and all times enſuing the ſaid marriage, and to that end, intent and purpoſe, he the ſaid R. T. by the ſaid Indenture did for himſelf, his heirs, executors and adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid W. H. T. N. J. A. and N. M. and every of them, and the executors and adminiſtrators of them and every of them, that he the ſaid R. T. his executors, adminiſtrators or aſſigns, or ſome one of them, ſhould well and truely ſatisfy, pay and deliver, or cauſe to be ſatisfyed paid and delivered unto the ſaid W. H. T. N. J. A. N. M. or to the Survivors or Survivor of them, or to the executors, adminiſtrators or aſſigns of ſuch Survivors or Survivor, the ful ſum of one thouſand pounds of lawful money of *England*, upon or before the firſt day of May, which ſhall be in the year of our Lord God 1636. if I the ſaid E. ſhall be living on the ſaid firſt day of *May*, or within two years next after the death or deceaſe of me the ſaid E. or within three moneths next after the death or deceaſe of the ſaid R. T. at ſuch of thoſe caſes, which ſhall firſt and next happen, come or enſue after the date of the ſaid Indenture, to be imployed and diſpoſed of to ſuch perſon and perſons, and to and for ſuch uſe, uſes, intents and purpoſes, according as I the ſaid E. ſhould at any time or times then following, during my life, think good, order, appoint, give, limit, deviſe or diſpoſe of the ſame or any part or parts thereof, or otherwiſe, according to the intent and true meaning of the ſaid Indenture. And it was thereby further covenanted, granted, concluded and agreed upon, by and between all the ſaid Parties to the ſaid Indenture, and the ſaid R. T. did thereby for himſelf, his heirs, executors and adminiſtrators, and for every of them, covenant, promiſe and grant, to and with the ſaid W. H. T. N. J. A. and N. M. and every of them, and the executors and

admi-

adminiſtrators of them and every of them, that the ſaid ſumme of one thouſand pounds, and every part and parcel thereof, ſhould or might from time to time, be quietly had, taken, received and enjoyed unto and by ſuch perſon or perſons, whom I the ſaid E. ſhould at any time or times during my life think good, limit, give, deviſe, order, appoint or diſpoſe of the ſame one thouſand pounds, or any part or parts thereof, either by my laſt Will and Teſtament in writing, or by any writing, purporting or intending to be my laſt Will and Teſtament, or by any other writing to be ſigned with my hand, or to which my mark ſhould be put, in the preſence of two or more credible perſons as witneſſes thereunto, as in and by the ſaid Indenture among other Covenants at large appeareth, which marriage (by the Grace of God) ſithence the making of the ſaid Indenture was ſolemnized and conſummated, and no declaration as yet hath been by me made, concerning the diſpoſing of the ſaid one thouſand pounds, or any part thereof when it ſhall be due and payable; Now this preſent writing witneſſeth and declareth, that I the ſaid E. T. do hereby expreſs my will and mind concerning the ſaid one thouſand pounds, when it ſhall become due or be paid as aforeſaid, to be as followeth, that is to ſay, if my ſaid husband R. T. be then living, and will become bound for himſelf, his heirs, executors and adminiſtrators, by three ſeveral obligations of one thouſand marks a piece, unto them the ſaid W. H. T. N. J. A. and N. M. or the Survivours and Survivour of any of them, or the executors and adminiſtrators of ſuch Survivours or Survivour reſpectively and ſeverally, conditioned for the payment unto them of three ſeveral equall parts of the ſaid one thouſand pounds, at the three ſuch ſeverall and reſpective times or daies, as my 3 children

by my former husband shall attain to the ages next hereafter mentioned, that is to say, K. M. unto the age of twenty years, and T. and W. M. shall attain or come to their several ages of twenty and one years, that then the said W. H. T. N. I. N. and N. M. and the Survivors and Survivor of them, and the executors and administrators of such Survivor, shall upon such obligations entred into as aforesaid, quietly suffer him the said R. T. to detain in his hands the said one thousand pounds, and every part thereof, untill such several daies and times, as the same shall be payable by the several conditions of the said obligations, so to be entred into by him as aforesaid, without paying or allowing any interest or consideration for the same, and the said one thousand pounds, so payable by such obligations or conditions of them, and by me dispensed withall as aforesaid, or otherwise sooner payable by the said recited Indenture, if my said husband shall dy, viz. within three moneths after his death, (in which case of the death of my husband, I do give no manner of dispensation for the paymens thereof) I do hereby also concerning the same expresse, assign and appoint, (if I shall not otherwise hereafter declare and appoint) that is to say, that the said one thousand pounds (and the whole proceed thereof, not disposed of as aforesaid) shall be, come and redound, to and for the use and benefit of my said three children, for them severally and respectively to have and receive immediately after and upon their severall ages above mentioned, by such several and equal third parts as aforesaid. Provided alwaies, and it is my meaning, and I do hereby appoint, that if any of my said children shall happen to dy before any of their several and respective ages above-mentioned, that then such third part of the said thousand pounds, as should otherwise

have

have been payable unto ſuch child, ſhall remain and be paid by equal portions unto the Survivors of them, and if one of them onely Survive, and the other two both of them happen to die before ſuch their ſeverall ages, then both the parts hereby allotted unto them, ſhall wholly accrew & come unto ſuch ſurviving child onely. And if all my ſaid children ſhall die before they come to their ſaid ſeveral ages, then my will and meaning is, that the ſaid one thouſand pounds, and the whole proceed thereof, ſhall come and be paid unto my loving husband before named, his executors &c. if I ſhall not otherwiſe hereafter diſpoſe of the ſame, according to the power and authority to me reſerved, given and appointed by the ſaid recited Indenture. In witneſs &c.

An Indenture reciting a Leaſe for a year, and a grant of a reverſion upon truſt, to ſeveral uſes, reſerving power to make Leaſes and to revoke the truſt.

THis Indenture made &c. between A. B. and C. D. of the one part, and E. F. and G. H. of the other part, witneſſeth, that whereas the ſaid A. B. and C. D. by their Indenture bearing date &c, made between the ſaid A. B. and C. D. of the one part, and the ſaid E. F. and G. H. of the other part, did bargain and ſell unto the ſaid E. F. and G. H their executors, adminiſtrators and aſſigns, all that &c. to have and to hold all and ſingular the ſaid mannor, meſſuages, lands &c unto the ſaid E. F. and G. H. their executors, adminiſtrators and aſſignes, from the Feaſt of St. *Michael* the Archangel laſt paſt, before the date of the ſaid recited Indenture, unto the full end and term of one whole year from thence next enſuing and fully to be compleat and ended, yielding and paying therefore unto the ſaid A. B. and C. D.

their heirs and assignes, the rent or summe of 5 s. of lawfull money of *England*, on the Feast day of the Nativity of St. *John Baptist* now next ensuing, as by the said Indenture may more better appear, by vertue whereof, and of the Statute for transferring of uses into possession, the said E. F. and G. H. were and yet are possessed of the said mannor, lands, tenements and hereditaments, with all and singular the premisses with their appurtenances. Now this Indenture further witnesseth, that the said A. B. for divers good causes and considerations him hereunto moving, and the said C. D. by the expresse direction and appointment of the said A. B. hereby testified, have granted, released and confirmed, and by these presents do grant, release and confirm, unto the said E. F. and G. H. their heirs and assignes, all and singular the said mannor, messuages, lands, tenements, mills, hereditaments and premisses, before in these presents particulary mentioned, or which in and by the said recited Indenture were bargained and sold, or meant, mentioned or intended to be thereby bargained and sold to them the said E. F. and G. H. as aforesaid, with all and every of their appurtenances, together with the said rent of 5 s. thereby reserved, and the reversion and reversions, remainder and remainders, of all and singular the said mannor, messuages, lands and premisses, and every of them, and every part and parcel thereof, and all their and either of their estates, right, title, interest, use, possession, reversion, remainder, claim and demand whatsoever, of, in and to the said mannor, messuages, mills and premisses, and every of them, and every part and parcel of them, To have and to hold all & singular the said mannor &c. and every of them, with all their and every of their appurtenances, unto the said E. F. and G. H. their heirs and assignes, to the severall

verall uſes, intents and purpoſes hereafter in theſe preſents mentioned, that is to ſay, to the uſe and behoof of the ſaid A. B. during his natural life, without impeachment of any waſte, and with liberty and power to commit any waſte, and after his deceaſe to the uſe and behoof of I. B. now wife of the ſaid A. B. and the ſaid E. F. G. H. and C. D. their heirs and aſſigns for ever, upon ſpeciall truſt and confidence that they the ſaid I. B. E. F. and G H. or the Survivor or Survivors of them and their heirs, ſhall and will make ſale of all the ſaid lands and premiſſes to the beſt advantage, and to diſpoſe of all ſuch ſumme and ſummes of money which ſhall be raiſed thereby, in ſuch manner, and to ſuch purpoſes, as the ſaid A. B. ſhall in his life time by any writing to be by him ſubſcribed and ſealed in the preſents of two credible witneſſes or more, or by his laſt Will and Teſtament in writing, declare or appoint. Provided alwayes, and it is hereby agreed, by and between all the Parties to theſe preſence, and by them declared to be their true intent and meaning, that it ſhall and may be lawful, to and for the ſaid A. B. at any time or times during his natural life, to make any demiſe, leaſe or grant, demiſes, leaſes or grants by Indenture or Indentures, of all or any part of the ſaid mannor, meſſuages &c. either in poſſeſſion or reverſion, or otherwiſe to any perſons whatſoever, for any term or terms of years, or for the life or lives of any one or more perſon or perſons, or for any term or terms of years determinable upon the death of any one or more perſon or perſons, or for any other term or terms whatſoever, with or without any rent or otherwiſe howſoever, as by the ſaid A. B. ſhall be thought fit and convenient, and that from and immediately after the making of ſuch demiſe, leaſe or grant, demiſes, leaſes or grants, the ſaid E. F. and G. H and their heirs,

life of the ſaid A. B. and after his death they the ſaid J. A. E. F. G. H. and C. D. and the Survivor or Survivors of them, and their heirs, ſhall ſtand and be ſeized of ſuch part, and ſo much of the ſaid mannor, meſſuages, lands, tenements and premiſſes, as ſhall be at any time or times hereafter leaſed or demiſed as aforeſaid, to the uſe of ſuch perſon or perſons reſpectively, to whom the ſame, or any ſuch demiſe, leaſe or grant ſhall be ſo made, for ſuch eſtate, term and intereſt, and in ſuch manner and form as the ſame ſhall ſo happen to be leaſed or demiſed, according to the true meaning of theſe preſents, and of every ſuch demiſe and leaſe, ſo that ſuch leſſees or grantees, during his or their ſeveral leaſe or leaſes, grant or grants, or intereſts, do pay or cauſe to be paid the rents or ſummes of money reſerved or appointed to be paid, and expreſſed in and by the Indenture of his or their ſaid leaſe or grant, to ſuch perſon or perſons, to whom the ſame from time to time ſhall by the purport and true meaning of theſe preſents belong or appertain, according to the purport and true meaning of the ſame leaſes, any thing before in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding. Provided alſo, and it is further agreed by and between all the parties to theſe preſents, and by them declared to be their true intent and meaning, that if the ſaid T. G. ſhall at any time during his natural life be minded to alter, change or make void all or any the uſe or uſes, truſt or truſts hereby declared, or any of them, and ſhall to that purpoſe by any writing to be by him ſealed in the preſence of two or more credible witneſſes, declare and ſignifie ſuch his mind and intention, that then and from thenceforth, from and after ſuch ſignification and declaration ſo to be made as aforeſaid, ſuch of the uſes and truſts hereby limited, of, for and concerning

cerning the ſaid lands and premiſſes, and the profits of them, or of or concerning ſuch part, and ſo much thereof, concerning which ſuch declaration ſhall be made, ſhall ceaſe, determine and become utterly void, fruſtrate and of none effect, and that then and from thenceforth the ſaid E. F. and G. H. and their heirs, ſhall ſtand and be ſeized therof, or of ſuch part thereof, concerning which ſuch declaration ſhall be made, to and for ſuch uſes as ſuch declarations ſhall limit, declare and appoint the ſame, and for default of ſuch declaration or limitation, then to the uſe, benefit and behoof of the ſaid T. G. his heirs and aſſigns, and to or for no other uſe intent or purpoſe whatſoever, any thing before herein contained to the contrary thereof in any wiſe notwithſtanding.

Memorandum, that after the ſealing and delivery of the bargain and ſale within mentioned, by the ſaid A. B. and C. D. to the within named E. F. and G. H. and after that the ſaid E. F. and G. H. had accepted of the ſaid bargain and ſale, and had ſealed and delivered the Counterpart thereof as their act and deed, then this preſent deed was ſealed and delivered by the within named A. B. and C. D. in the preſence of &c.

An Aſſignment and Letter of Attorney of ſeverall Bonds.

TO all Chriſtian people to whom theſe preſents ſhall come, I T. G. of &c. ſend greeting. Whereas T. E. of &c. L. H. of &c. and Sir W. H. of &c. in and by their obligation, bearing date the &c. do ſtand jointly and ſeverally bounden unto me the ſaid &c. in the ſumme of 800 l. with condition thereupon endorſed for the payment of 406 l. on the thirteenth day of *December*,

December, then next enſuing the date of the ſaid obligation, at or in the then dwelling houſe of W. C. in &c. and whereas alſo T. B. Eſquire, Sir E. S. Knight, and Sir T. M. Knight, in and by their obligation bearing date the &c. do likewiſe ſtand bound unto me in the ſumme of 600 l. with condition thereupon endorſed for payment of 310 l. on the nineteenth day of *November* then next enſuing the date of the ſaid obligation, at or in the &c. and whereas alſo &c. as in and by the ſaid ſeveral recited obligations more at large it doth and may apppear. Now know ye that I the ſaid T. G. for divers good and valuable conſiderations me thereunto eſpecially moving, have granted, aſſigned and ſet over, and &c. to W. P. of the middle Temple *London*, Gent. all and ſingular the bonds and debts aforeſaid, and have made, aſſigned, conſtituted, and ordained, and in and by theſe preſents, do make, aſſign, conſtitute and ordain the ſaid W. P. my true, lawfull and irrevocable Atturney, in my name, but to the onely proper uſe and behoof of him the ſaid W. P. his executors and adminiſtrators, to ask, demand and receive of the ſaid ſeveral obligors bound by the ſaid recited obligations, the ſaid ſeveral ſummes of money in the ſaid recited conditions mentioned reſpectively, giving and by theſe preſents granting unto my ſaid Atturney full power and authority, if need ſhall be, to ſue, arreſt, attach, implead, condemn and impriſon the ſaid parties obligors, and every of them, and their or every or any of their bodies, goods and chattels in execution to take, and out of execution to deliver, either upon ſatisfaction, compoſition, or otherwiſe at the will and pleaſure of my ſaid Atturney, acquitances, or any other diſcharges in my name to ſeal and deliver, Atturney or Atturneys, one or more under him the ſaid W. P. his executors or adminiſtrators to make,

make, ſubſtitute and revoke, and generally to do, execute, proſecute and determine all and every other act and acts, thing and things whatſoever, which in or about the premiſſes, or any part thereof, ſhall be needfull, neceſſary or convenient, as fully, wholly and effectually, and in as large and ample manner and form, to all intents and purpoſes, as I the ſaid T. G. my executors or adminiſtrators, might or could do perſonally, without any accompt thereof to be yielded to me, my executors or aſſignes, and whatſoever my ſaid Atturney ſhall do or cauſe to be done, in, about, or concerning the premiſſes, I do by theſe preſents ratifie, confirm and allow the ſame, and alſo do for my ſelf, my executors and adminiſtrators covenant &c. to and with the ſaid W. P. his executors and adminiſtrators, that the ſaid recited obligations, and every of them, now are and ſtand in full force and effect, and that neither I, my executors and adminiſtrators ſhall not at any time hereafter acquit, releaſe or diſcharge them, nor any of the moneys due upon the aforeſaid obligations, or any of the ſaid Parties obligors, bound in and by the ſaid recited obligations, or any of them, their or any of their executors or adminiſtrators, or any of them, of and from the ſame, or the ſums of money in them or any of them mentioned, or any part thereof, without it be by the conſent of the ſaid W. P. his executors or adminiſtrators in writing. And further, that I the ſaid T G. my executors, & adminiſtrators, ſhall and will ratifie, confirm and allow all ſuch lawful actions and ſutes, and other things whatſoever, as he the ſaid W. P. his executors, adminiſtrators or aſſignes, or any of them, ſhall at any time hereafter, bring, ſue, commence, proſecute or proceed in or againſt the ſaid parties obligors bound in or by the ſaid recited obligations, or any of them. And laſtly, that I, my exe-

cutor

tors or administrators, shall upon every reasonable request of the said W. P. his &c. give to the said W. P. his &c. such further letter or letters of Attorney, & power for the receiving and recovery of the debts aforesaid, and every of them, as by the said W. P. his executors or administrators shall be reasonably demised and required.

A Condition upon the granting of a toties quoties for a Replevin.

WHereas the above-named G. S. by vertue of his office, as steward of the manner of S. above-named, hath granted forth a precept for the replevying and delivering of one bay Gelding of the goods and chattels of the above bound G. S. unto him the said G. being now impounded by N. out of his lease of ground in &c. and also to replevy the said Gelding for the said G. so often as he shall be impounded by the said N. or any of them; Now therefore the condition &c. that if the said G. S. with effect do prosecute the said action and all other such actions as shall be brought by him for the impounding of the said Gelding, and return the same so oft as return by law thereof shall be adjudged, and him the said G. from time to time, and at all times hereafter, do and shall well and truly save, defend and keep harmless and indemnified against all men for and concerning the granting of the said replevin, that then &c.

A Condition that a Lords Bayliff shall give a true account of his Bayliffship.

THe Condition &c. that whereas the Right Honourable &c. hath constituted and appointed the above bound I. S. to be Bayliff of his mannor of &c. and Collector of his rents, revenues, perquisites and

and profits there, during his Lordſhips pleaſure, if therefore the ſaid I. H. by himſelf or his ſufficient deputy do and ſhall from time to time, for and during his continuance and exerciſe of and in the ſaid place and office, demean himſelf therein, without voluntary concealement, fraud or deceit, towards his ſaid Lordſhip, and do and ſhall yearly during ſuch his continuance and exerciſe at the audits to be kept for his ſaid Lordſhip, yield and make true and juſt accounts to the auditor for the time being, of the ſaid mannor and premiſſes, and alſo make current payment and ſatisfaction to his receiver of the premiſſes for the time being, or other officer or officers in that behalf to be authorized and appointed, at or before every ſuch audit and audits, of and for all and every ſuch ſum and ſums of money, rents, revenues, fines, iſſues, goods, chattels, profits and perquiſits, as then ſhall have come to the hands of the ſaid I. S. his deputy or deputies, or as he or they ought juſtly to be charged withall to his ſaid Lordſhip, for or in reſpect of the ſaid office or place, that then &c.

A Condition to pay childrens portions and ſhares of their deceaſed fathers eſtate.

THe Condition, that if the above bound R. Y. his &c. pay and deliver, or cauſe to be paid and delivered unto the above-named W. E. and M. naturall children of the abovenamed N. late of R. aforeſaid, their late father deceaſed, their ſeveral filial portions, or childs parts of the goods and chattels of their ſaid late father deceaſed, according to the inventory thereof, and alſo accompt and render unto them their juſt ſhares of all other their rights due unto them by vertue of the laſt Will and Teſtament of their ſaid Father, when they come to the full age of twenty

twenty one years, or happen to be married, and alſo honeſtly, according to their degrees educate, & bring up the ſaid Children during the time of their nonage, with meat, drink, apparel and learning, and if it happen any of the ſaid children to dy before they come to full age, or to be married, then if the ſaid R.Y. do content and pay the portion, and other rights of him, her or them ſo dying, to whom the law ſhall appoint the ſame to be paid, or who by proximity of blood ought to have it, and alſo ſave and keep harmleſs the abovenamed &c. Commiſſary, and all other his Officers, that then &c.

A *Condition that the heir ſhall make no claim.*

THe Condition &c. that wheras R.G. of &c. father of the above bound R. is poſſeſt of one meſſuage or tenement, and certain cuſtomary lands thereunto belonging, holden of the Right Honourable &c. as of his Mannor of &c. called or known by the name of &c. now in the occupation of &c. out of which meſſuage or Tenement, is iſſuing the yearly rent of &c. and whereas the ſaid R. the Son, for and inconſideration of a certain competent ſumme of &c. to him the ſaid R. by the ſaid I. well and truly contented and paid, whereof and wherewith the ſaid R. acknowledgeth himſelf fully ſatisfyed, hath granted and agreed that the ſaid I. (by and with the conſent of the ſaid R. the Father) ſhall have and enjoy to his own uſe for ever, the ſaid meſſuage or tenement, lands and premiſſes, and all the ſtate, right, title and intereſt, which the ſaid R. the ſonne now hath, or at any time hereafter may, might, ſhould or ought to have, of, in and to the ſame, from, by or under the right, title or intereſt of the ſaid R. the father, or as heir unto him, if therefore the ſaid R. the

ſonne

ſonne, his &c. nor any of them, do not at any time hereafter make or cauſe to be made any claim or demand, of, in or to the ſaid Meſſuage or tenement, and premiſſes, or any part thereof, from and after the deceaſe of his ſaid Father, but do permit and ſuffer the ſaid I. G. his &c. and every of them, to have, poſſeſs and enjoy, to his and their own uſe for ever the ſaid &c. and every part thereof, without any let or diſturbance of or by him the ſaid R. the ſonne, his &c. or of or by any other perſon or perſons, or by his, their or any of their acts, means, conſents or procurements, clearly releaſed, acquitted and diſcharged of and from all incumbrances whatſoever, (by him, them, or any of them had, made, committed or done, or to be had, made, committed or done in any wiſe, that then &c.

A Condition to appear before Juſtices of the Peace &c.

COndition &c. that if the above bound S. T. do perſonally appear in the cuſtody of the Bayliff within written, or his deputy, before the Juſtices &c. the *Monday* next after the Nativity of S. *John Baptiſt*, at the Town of &c. to find theſe before the ſaid Juſtices good and ſufficient Sureties for the Peace, and to behave and bear himſelf well and peaceably againſt &c. and in the mean time keep the Peace of the Common wealth, and from henceforth ſave and keep harmleſs the within named, &c. for, and concerning the premiſſes, that then &c.

A Condition to ſuffer ones wife to make a will, and to ſurrender a Copy hold to his and her uſe.

THe Condition &c. that whereas there is a marriage &c. Now if the ſaid I. F. do and ſhall after the Celebration of the ſaid marriage, and during the coverture, permit and ſuffer the ſaid F. S. to make her laſt Will and Teſtament in writing or otherwiſe, and by the ſame to give and diſpoſe of the goods & chattels or ready money of him the ſaid I. F. to the value of &c. or under, at her will and pleaſure, to ſuch perſon and perſons, and for ſuch intents and purpoſes as ſhe the ſaid S. ſhall by the ſame Will nominate and appoint, and alſo if the ſaid I. F. his &c. (after the ſaid Will ſhall be ſo made and publiſhed under teſtimony of ſufficient witneſſes) do and ſhall well and faithfully execute and perform the ſame will, or ſuffer the ſame to be duly executed and performed, according to the intent and true meaning of the ſaid S. F. & alſo if the ſaid I. F. do and ſhall at the next Court to be holden for the Manuor of &c. ſurrender into the hands of the Lord of the ſaid Mannor, according to the cuſtome of the ſame, all that his Manſion-houſe &c. to the uſe and behoof of the ſaid I. F. and S. F. for and during their naturall lives, and the life of the longeſt liver of them, and after the deceaſe of the Survivour of them, then to the uſe and behoof of &c. that then &c.

A Letter of Atturney to receive money due upon ſeveral bonds, allowing the Atturney his reaſonable charges, and out of that mony which he ſhall receive, to ſatisfie himſelf of ſuch moneys as are due to him for him which makes this letter.

TO all men to whom theſe preſents ſhall come, W. R. of Tatterſel, in the C. of Lincoln Yeoman, ſendeth greeting. Know ye that I the ſaid W. R. for divers good, ſufficient, and reaſonable cauſes and conſiderations me hereunto moving, But eſpecially for & in reſpect of certain ſeveral ſums of money heretofore to me paid by C. H. of T. in the ſaid C. of Lincoln Gentleman, have authorized, conſtituted, nominated, made and ordained, and by theſe preſents, do authorize, conſtitute, nominate, make, ordain, and in my place put the ſaid C. H. my true, faithful, lawful, undoubted and irrevocable Atturney, from henceforth for me and in my name to ask, receive, gather and take all ſuch ſum and ſums of money, as are already due, or hereafter ſhall or may become due unto me the ſaid W. from any perſon or perſons herin hereafter mentioned and expreſſed; as alſo all ſuch ſum and ſums of money, as were due unto E. my now wife, in her Widowhood, or hereafter ſhall or may be due unto her, by any perſon or perſons whatſoever, & herein hereafter mentioned and expreſſed, by vertue of any bill, bond, or any other writing or wayes whatſoever, that is to ſay, to ask, gather, receive and take of A. B. of C. in the C. of E. Yeoman, the ſum of ten pounds of lawful Engliſh mony, due unto me by vertue of one bond or writing obligatory, from the ſaid A. B. to me the ſaid W. R. dated the laſt day of June laſt paſt, before the date hereof, as in and by the condition of the ſaid obligation, reference being therunto

had, more plainly and at large it doth and may appear, and alſo fourty ſhillings of lawfull Engliſh mony, from &c. Then name every particular ſum, and ſet them down according to the ſeveral names, ſums and dates as they are, and inſert theſe covenants following, as in and by the ſeveral conditions of the ſaid bonds, whereunto relation being had, more plainly and at large it doth and may appear: for the recovery of all which ſaid ſeverall ſums of money, which ſhall ariſe or grow due unto me the ſaid W. R by vertue of any or either of the ſaid bonds, yet arrear, due and unpaid, I do by theſe preſents give full power and authority unto the ſaid C. H. for me, and in my name, and to my uſe as aforeſaid, to receive, & upon non-payment of them or any of them, to bring, ſue & proſecute for me and in my name, all and all manner of actions whatſoever, as well reall as perſonal, & the ſame to proſecute and follow by ſute, arreſt, impriſonment, judgement, condemnation, execution or otherwiſe: And one Attorney or more for the doing of the premiſſes to make, and the ſame at his will and pleaſure to revoke, & new in his or their place to be put, in as large and ample manner as I might do if the ſame were by me in proper perſon done, commenced, ſued or taken, to the only benefit and behoof of me the ſaid W. R. allowing to the ſaid C. out of the ſaid ſum or ſums of money, ſo by him received, his reaſonable, lawful and neceſſary expences and charges laid out or diſburſed in hand or otherwiſe, in and about the recovery, getting and procuring of the ſaid ſums of mony, or any of them, with allowance and payment of all ſuch reckonings, ſum and ſums of money as are due to him the ſaid C. by me the ſaid W. as ſhall or may appear upon any reckoning, bill, bond or otherwiſe, under my hand and ſeal, or by ſufficient witneſs. And I do by theſe preſents covenant, promiſe and grant, to and with the ſaid C. his

execu-

executors &c. that I, my heirs and assigns, shall & will at all times hereafter, ratifie, confirm and allow whatsoever my said Atturney shall do or cause to be done, in or about the premisses. In witness &c.

A Copyy of a Lease to try a title.

THis Indenrure made &c. between &c. Witnesseth, that the said A. B. for divers good causes and considerations him thereunto especially moving, hath demised, granted, and to farm-letten, and by these presents, doth demise, grant and to farm-let unto the said W. M. all that messuage or tenement with the appurtenances, situate and being in N. aforesaid, and all Houses, Edifices &c. now or late in the tenure or occupation of C. D. or his assignes, To have and to hold the said messuage or tenement, and premisses, with the appurtenances, before by these presents mentioned to be demised &c. for 3, years or more &c. yielding and paying &c. being lawfully demanded: Provided always, and upon this condition, that if the said A. B. his executors, administrators or assignes, or any of them, do well and truly pay or tender, or cause to be tendred or paid to the said W. M. his executors, administrators or assignes, at any time, during the continuance of this present demise, the sum of 12 d. of lawful English money, that then and from thenceforth this present Indenture, and every article & thing herein contained, shall be utterly void and of none effect: And that then also and from thenceforth it shall and may be lawful to and for the said A. B his executors, administrators and assignes, or any of them, into the said messuage, or tenement & premisses, with the appurtenances, and in every part and parcel thereof, to re-enter, and the same to have again, repossess and enjoy, as in his and their former estate, any thing in these presents contained to the contrary thereof

containing in any wiſe notwithſtanding. In witneſs whereof &c.

A diſcharge made to the Sheriff (for a Priſoner) from him to whom the Priſoner is indebted.

KNow all men by theſe preſents; that I A. B. of C. in the C. of D. have remiſed, releaſed, acquitted and diſcharged, and by theſe preſents do for me, my heirs, executors, adminiſtrators and aſſigns, remiſe, releaſe and fully and abſolutely acquit and diſcharge T. I. High Sheriff of the C of L. aforeſaid, and I. B. his Under-Sheriff, their heirs, executors and adminiſtrators, of & from all and all manner of eſcapes alwell voluntary as negligent, and of & from all actions, cauſe and cauſes of actions, for or concerning the inlarging or ſeting at liberty of the body of I. S taken at my ſute by vertue of a *Capias ad ſatisfaciendum* to the ſaid Sheriff directed of 81. debt, & 15 s. coſts of ſute, returnable in the Court of Common-Pleas, in *Hillary* term laſt paſt, and I the ſaid A. B. do hereby diſcharge the ſaid Sheriff from all actions, reckonings, duties & demands whatſoever, concerning the executing of the ſaid *Capias ad ſatisfaciendum*. In witneſs whereof &c.

An Indentnre of partition, where two have taken a joint Leaſe of Meſſuage and Lands, &c.

THis Indenture made the 5 day of June in the year of our Lord God, according to the account uſed in England, one thouſand, ſix hundred, fifty and one, Between A. B. of &c. of the one part, and C. D. of &c. of the other part. Whereas the ſaid A. B. and C. D. do hold jointly for term of certain years, yet enduring and unexpired, all that meſſuage, tenement or farm-houſe called &c. ſituate in B. in the County of &c. & all Houſes,

Edi-

Edifices, Buildings, Barns, Stables, Orchards and Gardens thereunto belonging, with their appurtenances, & alſo all thoſe ſeveral cloſes of arable land, called or known by the name of &c. and containing by eſtimation &c. and all that great meadow, ſituate &c. containing &c and all thoſe parcels of Cow paſture, next adjoining to &c. called &c. and containing &c. And all that parcel of Wood-ground called B. Wood, with divers other parcels, with all and ſingular profits & commodities thereunto belonging or appertaining, by one Indenture of demiſe, bearing date the &c. made between W.L. of &c Gent. of the one part, and the ſaid A.B. and C.D. of the other part, yielding and paying therefore the yearly rent of &c. at two uſuall daies of payment in the year, that is to ſay &c. by equal portions: And the ſaid A.B. and C.D. do thereby covenant to pay the ſaid rent of &c. in manner &c. and alſo for and during the ſaid term to repair the ſaid meſſuage and all other the premiſſes, as alſo the hedges, ditches & mounds belonging to the demiſed premiſſes, and at the end of the ſaid term, do covenant to leave the ſame well and ſufficiently repaired into the hand of the ſaid W.L. his &c. as in and by the ſaid Indenture of demiſe, relation being thereunto had, it doth and may more fully and at large appear.

Now this Indenture witneſſeth that the ſaid A B. and C D. have with their full and whole conſent, and by and with the advice and aſſiſtance of E.F. of &c. & G.H. of &c. by them reſpectively choſen for that purpoſe, made an equal diviſion and partition of the ſaid demiſed premiſes, into two equal parts or moities, to the end, intent and purpoſe that the ſaid A.B. and C.D. and their ſeveral and reſpective executors, &c, may have, hold, occupy, poſſeſs and enjoy the ſaid equal parts and moity of the ſaid demiſed premiſſes, during the remainder of the ſaid term, in manner and

ſorm following, that is to ſay, that he the ſaid A. B. his Executors &c. ſhall and may during the remainder of the ſaid term, have, hold and enjoy the moity, partition or halfpart of the ſaid Meſſuage or Tenement, Houſes, Edifices, Buildings, Barns, Stables, Orchards, Gardens, lands and premiſſes, as the ſame are divided and ſet apart as aforeſaid, that is to ſay, all thoſe ſeveral rooms ſituate at the Weſt-end of the ſaid demiſed Meſſuage, called by the names of the &c. the &c. the &c. and all that great barn ſituate at the &c. and all that &c. (ſo naming every parcel, as alotted) in full recompence of his due part and portion between them, of the ſaid demiſed premiſſes, and that the ſaid C. D. his Executors &c. ſhall during the remainder of the ſaid term, have the other moity, partition or half part of the ſaid Meſſuage or Tenement, Houſes &c. as the ſame are divided and ſet a part as aforeſaid, that is to ſay, all thoſe ſeveral rooms ſituate at the Eaſt end of the ſaid Meſſuage &c. (as above name the parcels) in full recompence of his due part and portion between them of the ſaid demiſed premiſſes: *To have and to hold*, to either of the ſaid parties, their Executors, &c. ſeverally as is aboveſaid, from the day of the date herof, unto the full end and term of &c. And it is covenanted, granted and agreed by and between the ſaid parties, that the ſaid yearly rent of &c. to be due to the ſaid W. L. or his aſſigns, from time to time during the continuance of &c. ſhal be equally paid between them the ſaid A. B. and C. D. their executors, adminiſtrators, and aſſigns, as tenants of the ſaid demiſed meſſuage & other the premiſes, from time to time, during the ſaid term, either of them for the ſaid part and portion allotted as is aforeſaid. And the ſaid A. B. for him, his &c. doth covenant, promiſe and grant, to and with the ſaid C D. his &c. to ſave, defend and keep harmleſs and indempnifyed the ſaid C. D. his executors &c. of and from

from all prejudice, loſs or damage which ſhall happen or come unto him the ſaid C. D. his &c. for or by reaſon of any breach of any of the covenants and agreements ſpecified and comprized in the ſaid Indenture of leaſe, or other thing whatſoever, which ſhall or may be had, made, done, committed, omitted or ſuffered by him the ſaid A.B. his &c. for or in reſpect of his ſaid moity or half part of the demiſed premiſſes, or any part thereof: And the ſaid C.D. doth for him, his &c. covenant, promiſe, grant and agree, to and with the ſaid A.B. his *&c. ut ſupra.*

And for the true keeping, performance and obſervation of all and ſingular the ſaid partitions, covenants, conditions, payments, agreements, and articles herein before expreſſed, either party bindeth himſelf, his heirs, executors and adminiſtrators, to the other by theſe preſents in the ſum of &c. In witneſſe &c.

Judge Cook *his Articles which the chief Conſtables of every Hundred are to obſerve and anſwer unto, at the beginning of every Aſſize, viz.*

1 IN *primis* what felonies have been done within their hundred from the Aſſizes next before, againſt whom, and at what time, and wherefore, and what purſute hath been made for the felonies, and in whom default of purſute of felonies hath been?

2. *Item,* what Vagrant and ſuſpected perſons have been apprehended within that time within their hundred, and what hath been done with them, and by whoſe default any ſuch perſons have eſcaped from apprehenſion, and how the watches have bin kept in every Townſhip, between the Aſcenſion & Michaelmas?

3. *Item,* what Recuſants are within their Hundreds, and come not to the Church according to the Law?

4. *Item,* what decay of houſes, of husbandry hath been ſince the beginning &c. within their Hundreds,

which had twenty acres of land, meadow and pasture, to them, when decayed and by whom?

5. *Item*, what grounds within your hundreds that have bin used to be tilled ordinarily, any twelve years since the beginning &c. been turned from Tillage to Pasture, by whom, and when?

6. *Item*, how many Alehouses be in that Hundred, and in what places, and where they be; how many be licensed, and by whose license, and how many without licence, and who they be, and whether punishment have been done to the offenders, according to the Statute?

7. *Item*, whether such Alehouses as are licenced, do observe the articles prescribed to them?

8. *Item*, who have made any ingrossing, forestalling, or regrating within their Hundred, and whereof, and where put in ure?

9. *Item*, who they be that make mault to sell, of corn not being of their own tilth or rent-corn, not being licensed thereunto, according to the Statute lately made?

10. *Item*, to observe and answer how Vagabonds are taken up and punished, and to see how the impotent poor are provided for, without being suffered to wander abroad for relief out of the parish.

11. *Item*, you shall enquire of what value and sufficiency of estate and discretion, the Petty Constable is within every several Town within his County, that hereafter no man be admited to be a petty Constable, except he be a Subsidy-man and of good understanding.

12. *Item*, you shall enquire and present all Masters that shal retain their servants out of the general petty Sessions, or give greater wages than shall be set down by the Justices, and whether the petty Sessions be duly kept at the times accustomed, so as none may be re-

retained but in petty Seſſions, except it be in caſes of neceſſity, and then the ſaid retainer to be known unto the chief Conſtable of the Hundred, and to be entered into their book.

13. *Item*, you ſhall give warning to every petty Conſtable, that every one in his or their ſeveral pariſh or limit do take heed that no cottage be newly builded, that every Conſtable when he ſhall ſee any ſtuff or ſtone, clay or timber provided by any inhabitants with in his pariſh, and minded to build a cottage, ſhal ſpeedily give notice therof to the Juſtices of the Peace for that limit, that the ſaid Juſtices of the peace may take preſent order for the ſuppreſſing thereof.

14. *Item*, if any Lord or freeholder, out of his private devotion or otherwiſe, ſhal build or erect any cottage not laying thereunto four acres of land according to the Statute, then the Juſtices of the peace ſhal take order, that the ſaid Lord or freeholder ſhall maintain the poor that ſhall inhabit in the ſaid cottage, and if the ſaid Lord or freeholder ſhall refuſe ſo to be ordered, then the ſaid Juſtices of the peace ſhall take recognizance of ſuch Lord or freeholder, for their appearance at the next Aſſizes and general Gaol-delivery, to anſwer for his refuſal and contempt, as for the building of the ſaid cottage.

15. *Item*, you ſhall make diligent inquiry, what unlawful games, drunkenneſs, whoredome, incontinency, evil, vile and other diſorders, be committed by Maſters of houſholds in their ſeveral families, or by their children or ſervants for want of good government of the houſholders, and to preſent the ſame, for that upon the good ordering of private families the Commonwealth doth depend.

16. *Item*, you ſhall make diligent inquiry, what ſervants before the time they were retained to ſerve, were turned out of ſervice, and for what cauſe the ſervant

vant is so turned away; for that therby many become rogues, and idle persons, and to present the same, to the end Masters may be punished for such offence, according to their demerit in that behalf.

17. *Item*, to enquire of all purveiours and poulterers which buy any victuals, and sell the same again at unreasonable rates.

18. *Item*, to enquire of all dovehouses erected or maintained by any not being Lord of the Mannor, or Parson of the Town.

Points of Law by R.O. concerning Lord and Tenant &c.

1. IF the Lord take away any part of the demised premisses, and exclude the Tenants by walls &c. it is an extinguishment of his rent.

2. If a Landlord covenant with his Tenant to rebuild any room, and do not, whereby the Tenant receiveth loss, the Tenant may have an Action upon the case, upon his Parol-covenant, wherin he may recover what he can prove himself damnified.

3. If the Landlord hath manure lying in the ground of the Tenant, and except it not at the demise, the Tenant may dispose the same as he sees cause for his own conveniency, for being a place for a manure hill, the Tenants necessity will require use of it; and that the Tenant may better and safer dispose it, let him mix some of his own manure with it, and then he may either sell it, or lay it upon what ground he will.

4. The Landlord digs a saw-pit &c.

After the ground let, it is the Tenants, and he may have an action against any that during that time without his consent meddles with it.

5. The Landlord after the demise, lops, tops, cuts and sells Timber, Willows, Sallows, Thorns and other wood, during the lease the Landlord cannot without consent

conſent of the Tenant meddle with the Woods not being excepted in the Leaſe.

6. The Tenant may cut any Waterboughs, Thorns, Willows, Elders &c. for neceſſary Hedgeboot and Fireboot, but not to ſell, and if he ſell Aſhes, tis an Action of Waſte in the Tenant.

7. If the Landlord lay Hay in any room of the Tenant &c and the Tenanss man or maid or himſelf fodder his Cattle with it, what remedy hath the Landlord againſt the Tenant, and the Tenant againſt the Landlord?

An Action lyeth againſt the Lord for laying his hay there, but the property of the Hay there is ſtill notwithſtanding in the Landlord, and if the Tenant fodder his Cattle with it, the Lord hath his Action.

8. If a man let a Cow to hire, and after take her to the Market to ſell, and do not, an Action of Treſpaſs lyeth againſt the owner for driving of her to the Market.

9. If he to whom the Cow is letten ſell the Cow, and tender the money to the owner, what danger to him that ſold her?

The Cow is to be returned, and not her price, and if the Lord refuſe the price, he may bring his Action, but ſhall recover but her worth.

10. If the Lord promiſe to put in repair any houſes &c. and do not, if any of them fall down for want of mending, what remedy hath the Landlord againſt his Tenant for not repairing the ſame?

An. If any of thoſe things that the Lord was firſt to put in repair, and did not, decay, the Tenant is not bound to repair them: & if by permiſſion they come to ruin, it is the Landlords fault, and the Tenant is free.

11. If the Landlord promiſe to fence in a piece of ground, where his Tenant is to ſow Hemp and Corn, and do not, but ſo as the Tenants goods cannot be kept

kept out, but deſtroy his corn.

An action upon the caſe lyeth againſt the Lord upon the promiſe.

12. Cutting up timber trees, fruit trees, hedgerow-trees that ſhelter the houſe, are waſt; the Tenant hath intereſt in the reſt, if not excepted.

13. A.B. hath his horſe ſtrayed from him, and finds him in the Cuſtody of C.D. and demands him of C.D. finding him in C.D. his draught, and C.D. will not deliver him without 18 d. *per* week allowance, and by delaies detains the horſe till the year be expired.

A.B. may recover his horſe by detinew or action upon the caſe of trover and converſion, wherin he muſt prove the property of the horſe to be his, and the other will be allowed fitting recompence for his food, but no longer than until he was owned, and amends tendred.

14. If a Tenant upon an arbitrament give a releaſe to the Landlord, whether will that Releaſe free any other that the Landlord hath cauſed to wrong the Tenant?

An. For any thing that any other hath done jointly with the Lord wherein the Tenant was indamaged, this releaſe may be pleaded in Law, but not in actions done by any other without the Lords joining.

A Charter-party with extraordinary Covenants and clauſes therein contained.

THis Charter-party made and indented the three and twentieth day of *Auguſt*, in the year of our Lord God, one thouſand, ſix hundred, thirty and eight, according to the new ſtile, between H.C. of *Slego* in the Kingdom of *Ireland* Merchant, of the one part, and R. T. of *New caſtle* upon *Tine*, Maſter under God of the

the good Ship called the *William* of *New-caſtle*, burthen Fourſcore Tuns or thereabouts, of the other part, Witneſſeth, that the ſaid Maſter hath letten to Freight his ſaid Ship unto the ſaid Merchant, and that the ſaid Merchant hath hired her for a voyage (by Gods grace) to be made in manner and form following, that is to ſay, the ſaid Maſter, for him, his executors, adminiſtrators and aſſigns, doth covenant, promiſe and grant unto and with the ſaid Merchant, to take, receive and load in his ſaid Ship, the *William*, all ſuch goods and Merchandizes, as the ſaid Merchant ſhall pleaſe to put aboard her, and the ſaid Ship can conveniently carry over and above her victual, tackle and appurtenances, and with the next good wind and weather which God ſhall ſend to depart hence and ſail directly for the Iſlands of Scotland, called by the name of the Liewes, to a port lying therein called L. of Holliard, or to any other convenient Port or Harbour in the ſaid Liewes, where other Shipping goeth to take in fiſh, and the ſaid Merchant ſhall appoint, and there with all expedition to diſcharge all or any of the ſaid goods, and relade fiſh to the full and ſufficient loading of the ſaid Ship, and being diſpatched to depart thence, and ſail directly for the Downs, or any other place or places, Port or Ports where the Merchant or his aſſignes ſhall pleaſe to order him, there to diſcharge and deliver the ſaid fiſh and other goods whatſoever, loaden by the ſaid Merchant or his aſſigns in the ſaid Ship, and ſo to finiſh and end the ſaid indented voyage: And the ſaid Merchant, for him, his executors, adminiſtrators and aſſignes, doth covenant, promiſe and grant, to and with the ſaid Maſter, not onely to go with him in perſon for the ſaid Liewes, and there to load the ſaid Ship with fiſh, or any ſuch other goods as he ſhall pleaſe, and thence to ſail with them for the place or Port of their diſcharge, but alſo

alſo then and there before bulk-breaking to give ſufficient ſecurity unto the ſaid Maſter for the payment of his Freight; and after ſafe delivery of the ſaid goods to pay for Freight 50 l. ſterling per month for ſo long time as the ſaid Ship hath been in ſervice of the ſaid Merchant, the daies leſs than a moneth after the ſame rate, the moneths pay to begin on friday next, the ſeven and twentieth day of this preſent moneth, and to end when the laſt goods are delivered out of the ſaid Ship, at the place of her right diſchatge, and the ſaid Freight to be paid within ——— daies at the longeſt, with averige and primage, according to the cuſtome of the Sea: And moreover the ſaid Merchant doth promiſe to provide the ſaid Maſter a ſufficient Pilot to bring the ſaid Ship in and out of the Liewes, and to pay all other pilotage, anchorage and other duties which in any port or harbour during the ſaid voyage ſhall or may be claimed in reſpect of the ſaid Ship and goods, and to provide the ſaid Ship of ſufficient convoy, if he the ſaid Merchant or his aſſignes do require that the ſaid Ship ſhall make her diſcharge in any unfree place: Provided, that the ſaid Maſter in his going for the ſaid Iſlands or Liewes is to put into Tinmouth haven, there to victual and provide himſelf, which time from his firſt coming in, until his coming out again to Sea, is not to be reckoned to the Merchants charge: And the ſaid Maſter doth promiſe and warrant his Ship to be ſtrong and ſtaunch, and to man, and victuall her fitting to perform the ſaid voyage, with all other neceſſary appurtenances. For the true performance of all which premiſſes, the ſaid parties do bind themſelves unto each other in the penalty of 500 l. ſterling, to be paid by the party defective unto the party obſervant.

And

And it is agreed by and between the ſaid parties, that the monethly Freight above-mentioned ſhall run and continue until the ſame Freight be fully paid, and that the ſaid Maſter ſhall not abide or tarry in Tinmouth haven longer than ſix daies, if wind and weather ſerve. Provided that the half-deck and fore-caſtle is to be for the Maſters uſe and ſtowage.

In witneſs whereof the ſaid parties unto two Charter-parties of this tenor, interchangeably have put their hands and ſeals. Dated in &c. the day and year above written.

A Deed to revoke ſeveral uſes in ſettlement according to a power therein reſerved.

TO all Chriſtian people, to whom this preſent writing ſhall come, Sir R. C. of *Sleſford* in the County of *Lincoln* Baronet, ſendeth greeting in our Lord God everlaſting. Whereas in and by one Indenture bearing date &c. and made between Sir R. C. on the one part, and I. S. Gentleman, ſervant of the ſaid Sir R. C. on the other part, There is (amongſt other things) one Proviſo contained in theſe or the like words in effect hereafter following, (that is to ſay) Provided likewiſe, and it is hereby further declared and agreed by and between the ſaid parties to theſe preſents, and the true intent and meaning of them and of theſe preſents is, that if the ſaid Sir R. C. ſhall at any time hereafter during his natural life, be minded or purpoſed to alter, determine, revoke or make void all or any of the uſe or uſes, eſtate or eſtates, truſt or truſts herein before mentioned, declared, limited or appointed, and ſhall by any deed or writing to be by him the ſaid Sir R. C. ſealed and ſubſcribed in the preſence of two or more credible witneſſes, declare and publiſh

liſh his mind, intent and meaning to be, to revoke, alter, or make void and fruſtrate the ſaid ſeveral uſes, eſtates and truſts, before in theſe preſents mentioned, declared, limited or appointed, or any of them, of, for or concerning the ſaid Caſtle, Mannors, meſſuage, Lands and premiſſes, or any of them, or any part or parcel of them, or any of them, that then and from and after any ſuch declaration or publication ſo to be made as aforeſaid, the ſame uſe and uſes, eſtate and eſtates, truſt and truſts, in and by theſe preſents limitted, expreſſed, declared or appointed, of, for and concerning the which any ſuch declaration or publication ſhall be made as aforeſaid, ſhall ceaſe and become utterly void, fruſtrate and of non-effect, to all intents, conſtructions and purpoſes whatſoever, and that then and at all times from thenceforth the ſaid I. S. and his heires, and all and every other perſon and perſons ſtanding and being, or which at any time hereafter ſhall ſtand and be ſeized of the ſaid Caſtle, Mannors, Lands and Premiſſes, ſhall ſtand and be ſeized of the ſame, or of ſuch part or ſo much thereof, concerning the which any ſuch declaration or publication ſhall be made as aforeſaid, to ſuch uſes, intents, truſts and purpoſes, as the ſaid Sir R. C. in or by any ſuch deed or writing as is aforeſaid, or by any other deed or writing to be by him the ſaid R. C. ſealed and ſubſcribed in the preſence of three or more credible Witneſſes, ſhall declare, limit or appoint, and for default of ſuch declaration, limitation or appointment, to the uſe and behoof of the ſaid Sir R. C. his heirs and aſſignes for ever, and to or for none other uſe, intent, meaning or purpoſe whatſoever, as in and by the ſaid Indenture (amongſt divers other proviſoes and things therein contained) more plainly and at large it doth and may appear.

Now

Now know ye, that I the ſaid Sir R. C. do by this my preſent deed or writing ſealed and ſubſcribed by me the ſaid Sir K. C. in the preſence of (three) credible witneſſes, declare and publiſh my mind, intent and meaning to be, to revoke, alter and make void and fruſtrate, and I do by theſe preſents revoke, alter and make void and fruſtrate all and every the uſe and uſes, eſtate and eſtates, truſt and truſts in and by the ſaid Indenture declared, limited or appointed, of, for and concerning all and every the Caſtle, Mannors, Meſſuages, Lands, Tenements, Advowſons, and all other Hereditaments mentioned, contained and ſpecified in the ſaid Indenture, with their and every of their appurtenances, and of, for and concerning every part thereof: and I do hereby further declare, limit and appoint, that the ſaid Caſtle, Mannors, Meſſuages, Lands, Tenements, Advowſons, and all other Hereditaments with their appurtenances, ſhall remain and be, and that the ſaid I. S. and his heirs, and all and every other perſon and perſons ſtanding and being, or which at any time hereafter ſhall ſtand and be ſeized of and in the ſame, ſhall ſtand and be ſeized thereof, to the uſe and behoof of me the ſaid Sir R. C. my heirs and aſſigns for ever, and to or for none other uſe, intent, meaning or purpoſe whatſoever. In witneſſe whereof I the ſaid R. C. have hereunto ſet my hand and ſeal the 28 day of *February* in the year of our Lord God according to the computation uſed in *England*, 1651.

An Indenture of Co-partnerſhip, between 4 Merchants.

THis Indenture Quadripartite, made the &c. Between R.B. Citizen and Goldſmith of *London*, of the firſt part, W.C. Citizen and Goldſmith of *London* of the ſecond part, T.B. Citizen and Goldſmith of *London* of the third part, and T. L. of *London* Merchant-adventurer, late ſervant of the ſaid R. B. on the fourth part, witneſſeth, that the ſaid R. B. W. C. T. B. and T.L. in conſideration of the fidelity, truſt, confidence and good opinion which every one of them alwaies hath had, and yet hath and repoſeth in every other of them, have joined themſelves to be copartners together in the Trade of Merchandizing, that is to ſay, in buying, ſelling, uttering, vending or retailing of all ſorts and kinds of wares, and all other kinds of buſineſſes to the trade of a Merchant incident, belonging or appertaining, and the ſaid Copartnerſhip to continue between them, from the 1. day of this inſtant moneth of *March* for and during the term and ſpace of three whole years from thence next enſuing and fully to be compleat and ended; And to that end and purpoſe, they the ſaid R.B. W. C. T.L. and T. B. have before the day of the date of theſe preſents delivered into ſtock (to be uſed and imployed in the ſaid trade of Merchandizing, as well within the territories of *England*, as elſewhere in ſeveral places in the parts beyond the Seas,) in money, cloth, wares, debts, Merchandizes, adventures, abroad and here in *England*, adventures now already upon the Seas and beyond the Seas, ſuch ſeveral ſtock and ſtocks, and ſumme and ſummes of money as are ſpecified and expreſſed in a Schedule indented to theſe preſents annexed of the particular and proper ſtock ſeverally put in, and ſeverally belonging to each one

oneof the ſaid ſeveral parties for their ſeveral quantity and proportion, being in the ſaid Schedule ſeverally ſet down, mentioned and declared, as by the ſame more fully and plainly doth and may appear: It is now covenanted, granted, concluded, condeſcended, and fully agreed by and between all the ſaid parties to theſe preſents, and each one of the ſaid ſeverall parties for himſelf reſpectively, and for his own particular part, and for his own ſeveral and particular executors and adminiſtrators do and doth ſeverally and not jointly covenant, grant, promiſe and agree to and with every and each other of the ſaid parties his & their ſeveral ex. & ad. by theſe preſents in manner & form following, that is to ſay, that every and each of the ſaid parties for himſelf during and by all the ſaid ſpace of 3 years (if all the ſaid parties ſhall ſo long live) ſhall continue and abide together as joint occupiers and partners, and that every and each of the ſaid parties ſhall from time to time, during and by all the ſaid term (if they ſhall ſo long live) do their and every of their reaſonable endeavours and diligence, by all the wayes, labours and means that each of them can or poſſibly may, to the uttermoſt of their power, wit, cunning and knowledge, and for the moſt benefit, profit, and advantage of every and each other, faithfully and truly imploy, buy, ſell and Merchandize, with all ſuch and ſo much of the ſaid whole ſtock, as ſhall in any manner of wiſe come to be committed to each one of their ſeverall charges, diſpoſitions and government; and the gains and increaſe of every ſuch part: And it is the true intent and meaning of all the ſaid parties to theſe preſents, that the ſaid W. C. ſhall mannage the buſineſs and affairs for &c. in the parts of *Spain* during the good liking of the ſaid R. B. and there for the moſt part reſide and have his continuance

and being; the ſaid T. L. to mannage the buſineſs and affairs for Stoade, Germany and thoſe parts, during the good liking of the ſaid R. B. and there he for the moſt part to reſide & have his continuance & being, and the ſaid R. B. and T. B. to mannage the buſineſs and affairs for England. And it is covenanted, granted and agreed by and between all and every the ſaid parties to theſe preſents, that all ſuch gain, profit and increaſe as God ſhall ſend, and as ſhall come, grow or ariſe by reaſon of their ſaid trade and joint occupying, as is aforeſaid, ſhall be from time to time during the ſaid joint occupying, equally and indifferently parted and divided in manner following, that is to ſay, to every one of the ſaid parties, their executors and adminiſtrators, a juſt, equal and rateable part and proportion in and upon every 100 l. rateably and proportionably, according as to the quantity of each ones ſeveral ſtock by them ſeverally put in and appearing in the ſaid Schedule, the ſame for his and their parts of the gains, profit and increaſe, ſhall ariſe and amount unto. And likewiſe that all ſuch loſſes, hurt and detriment as ſhall happen by the ſaid joint occupying by evill debtors, adventures of the Seas, or otherwiſe, without fraud or coven ſhall be paid and born in each ones ſeveral part and portion, according to the manner and form of the divident of the gains aforeſaid. And it is Covenanted, granted and agreed by and between all and every of the ſaid parties to theſe preſents, and each one of the ſaid parties for himſelf reſpectively, for his own ſeverall and particular part, and for his own ſeveral executors and adminiſtrators, do and doth ſeverally & not jointly covenant, promiſe, grant and agree to and with every and each other of the ſaid parties, his and their ſeveral executors and adminiſtrators by theſe preſents, That there ſhall be had

had and kept from time to time, during all the time of their joint occupying and Copartnerſhip together as aforeſaid, as well for the accompt and affairs on this ſide the Seas, as likewiſe for the ſeverall accompts and affairs ſeverally beyond the Seas, perfect, juſt and true books of accompts and reckonings of all the ſaid whole trade and dealing, as much as in each one his ſeveral power, and as concerning that place or places, and the buſineſs and affairs thereunto appertaining, wherein or whereunto he ſhall be uſed or imployed, ſhall and may be and ly, which ſhall be had, uſed and occupied by reaſon of the ſaid joint occupying: And that the ſaid R. B. and T. B. ſhall have the cuſtody and keeping of the books of accompt for England, and of all things concerning the trade for England, the ſaid W. C. ſhall have the cuſtody of the books concerning the trade for Spain, and the ſaid T. L. ſhall have the cuſtody and keeping of the books concerning the trade of Stoade and Germany, in every of which ſaid Books, ſhall be according to the poſſibility of each ones power, juſtly and truly entred and ſet down all manner of goods, wares, and merchandizes whatſoever, either bought or ſold by means or reaſon of the ſaid Copartnerſhip and joint occupying, with all debts thereof or therefore from time to time to be made, together alſo with all the gains, profit, commodity, winning or increaſing that God ſhall ſend, and ſhall come of and by reaſon of the ſaid joint occupying; and alſo of all ſuch coſts, loſſes, charges, and expences as are or ſhall be expended, diſburſed, laid forth, had or ſuffered by any waies or means by reaſon of the ſaid joint occupying, which ſaid book ſhall be uſed in common to and for the behoof of every and each of the ſaid ſeverall parties, their and every of their ſeveral executors and adminiſtrators,

To have free acceſſe and recourſe unto, without let or interruption of each other, or the executors, adminiſtrators or aſſignes of each other. And alſo that every and each one of the ſaid parties ſhall from time to time, during all the time of their ſaid joint occupying and Copartnerſhip together, as is aforeſaid, according to the poſſibility reſpectively in each one of them, ſhew and make privy each unto other, and to ſuch of the ſervants and apprentices of each other, that ſhall attend upon the ſaid trade, all the affairs and dealings of the ſaid trade needful and neceſſary therein, thereabouts or thereunto belonging, or to be manifeſted, or made known, And alſo that every and each one of the ſaid parties twice in every year yearly during the ſaid Term (or oftner if need require) at and upon the reaſonable requeſt of any of them to the other, ſhall to the beſt & uttermoſt of each ones power and knowledge, and as much as in him or them be or may be, make, yield, render and perfect unto every and each other, or to the executors or aſſigns of every and each other, at or in the City of *London*, a juſt, true, and perfect accompt and reckoning of all the ſaid ſtock and ſtocks in the ſaid Schedule mentioned: And alſo of all ſuch other goods, wares, Merchandiſes and ready money, as at any time hereafter during their ſaid trade and joint occupying together, ſhall come to any of their ſeveral hands, occupying, cuſtody or governance, or to the hands of any other perſon or perſons, to any of their ſeveral or joint uſes, or by any their joint and ſeveral deliveries or appointments, or by the delivery or appointment of any the Factors or Servants of them or any of them by reaſon of the ſaid joint occupying: And alſo of all the gains, profit and increaſe that God ſhall ſend of the ſame ſtock, goods, wares, merchandizes and ready money

ney or otherwiſe, by reaſon and occaſion of the ſaid joint occupying, and alſo of all ſuch debts and duties as ſhall be owing unto the ſaid parties or any of them, and by them to be owing to any perſon or perſons by reaſon of the ſaid joint occupying, & that upon the perfecting and finiſhing of every ſuch accompt, all the ſaid parties, their executors and adminiſtrators ſhall ſubſcribe their names to the ſame, witneſſing each ones conſent and agreement thereunto, for avoiding of doubts and queſtions which otherwiſe might happen or enſue.

And further, that it ſhall and may be lawful to and for every and each of the ſaid ſeveral parties, and the executors, adminiſtrators, Servants, Factours and aſſigns of them and every or any of them, at all convenient and ſeaſonable time and times, during all the time of their joint occupying together, at the liberty and pleaſure of any of the ſaid parties, their or any of their executors, adminiſtrators, ſervants, factors or aſſignes, to have acceſſe and recourſe to the books of Accompt and reckonings, and to the notes and remembrances appertaining to the ſame any waies touching or concerning the ſaid trade and joint occupying; and to ſearch, peruſe and examine for the better diſcerning and trying out of all things, how and in what ſort and Condition the ſaid trade and joint occupying doth and ſhall from time to time proceed and ſtand. And it is further covenanted, granted, concluded and agreed by and between the ſaid parties to theſe preſents, and every one of the ſaid ſeveral parties before named for himſelf reſpectively, and for his ſeveral executors and adminiſtrators do and doth ſeverally and not jointly covenant, promiſe, grant and agree to and with the other of them, his and their executors, adminiſtrators and aſſigns, by theſe preſents, that no bill, writing,

ting contract or bargain ſhall be made, at any time, during their ſaid joint occupying together in the parts beyond the Seas, for any matter touching the ſaid trade, otherwiſe than in the name of the ſaid R. B. &c. if the ſame with reaſonable convenience may be done: And that there ſhall no private occupying or trade of buying and ſelling, be had, uſed or occupyed by any the ſaid ſeverall parties, or any of their Factors, Servants or Apprentices, or any of them, or by any other to or for their uſes, benefits or behoofs, in any wiſe or condition whatſoever, at any time or times during the time of their ſaid Copartnerſhip, to the hurt and injury of the ſaid general trade, other than ſuch as that the gain, commodity, advantage and profit thereof, ſhall equally be to the uſe of them the ſaid R. B. W. C. T. L. and T. B. proportionably according to the rate and proportion of their ſeverall ſtocks aforeſaid, ſaving that it ſhall and may be lawfull to and for the ſaid R. B. at his liberty and pleaſure, with his over-plus of ſtock at any time or times, during this Copartnerſhip, to uſe his trade to and for the Eaſt-Indies, & alſo for the employing of his Ships, & to lend and diſpoſe any his other mony out by way of loan or uſe, and ſaving that it ſhall and may be lawfull to and for all the ſaid parties, during the term of their ſaid trade, to deal for other men with whom they ſhall no wayes have any partnerſhip, & not hinder or be injurious to the ſaid joint trade, and to receive the Factorige thereof to their own proper uſes, any thing aforeſaid to the contrary in any wiſe notwithſtanding. And it is further covenanted, granted, concluded & agreed by & between the ſaid parties to theſe preſents, and each one of the ſaid ſeveral parties for himſelf reſpectively, & for his ſeveral executors, Adminiſtrators and Aſſignes, do and doth

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interchangeably, ſeverally, and reſpectively and not jointly, covenant, grant and agree to and with the other of them, his and their executors, admiſtrators and aſſigns, by theſe preſents, that they the ſaid R. B. W. C. T. L. and T. B. their and every of their executors and adminiſtrators, ſhall and will within the ſpace of two moneths next enſuing the end, determination or diſſolution of the ſaid term of Co-partnerſhip, whether the ſame be by expiration of the ſaid term of 3. years, or by the death or deceaſe of any the ſaid parties, which ſoever of the ſame ſhall firſt happen, at and upon the requeſt of every or any of them, unto the other, or the executors or adminiſtrators of any of them, make, yield, render and perfect every one each of them to the other, and the executors and adminiſtrators of every and each of them, unto the other, at the now dwelling houſe of the ſaid R. B. ſituate &c. a juſt, true, perfect and finall accompt and reckoning in writing, to the uttermoſt of every and each mans power and knowledge, of all and every the ſaid ſtock and ſtocks mentioned in the ſaid Schedule, and of all the gains and increaſe, loſs and damage, which God ſhall ſend, and which ſhall grow to or by the ſame, and of all goods, wares, merchandizes and commodities, before that time had, bought, ſold or dealt in with the ſame ſtock or ſtocks and gains aforeſaid, and of all debts made and being due, ſumme and ſummes of money received or paid out by means or in reſpect of the ſaid trade, and generally of all buying, bargaining, ſelling, trading and merchandizing, by the ſaid parties or any of them, with the ſaid ſtock or ſtocks, and gains and increaſe thereof aforeſaid, and that then upon the perfectiong and finiſhing of the ſaid finall Accompt, ſo as aforeſaid to be made and done, all and every the ſaid ſtock and ſtocks in the ſaid Schedule

dule mentioned then remaining, and the gaines, winning and increaſe which God ſhall ſend, and ſhall appear to become and growing thereof, or by reaſon of the ſaid trade aforeſaid, whether the ſame ſhall conſiſt in money, wares, debts or otherwiſe, ſhall be indifferently parted, ſhared, paid and divided to and amongſt the ſaid parties, their Executors and adminiſtrators, in kind proportionably and rateably, without fraud, deceit or diminiſhing, in that full meaſure, as each ones ſeverall part ſhall juſtly and truly, in a true reckoning and computation thereof, ariſe and amount unto, in and upon every hundred pounds thereof, according to the quantity of each ones ſeveral ſtock and ſtocks in the ſaid Schedule appearing and mentioned, and according to the plain true intent and meaning of theſe preſents; and that ſuch part and portion of the ſaid ſtock and gains, as upon the perfecting of the ſaid ſmall accompt, ſhall appear to be and conſiſt in debts and duties due and owing to the ſaid parties or any of them, ſhall alſo from time to time, as the ſame or any of them ſhall be recovered or gotten in, by the ſaid parties or any of them, be alſo parted, ſhared and divided, to and amongſt the ſaid parties, according to the like rate, order, diviſion and proportion as is before herein alſo expreſſed and ſet down, the debts, duties and other charges to be then owing or payable by the ſaid parties, or any of them, for and in reſpect of the ſaid joint trade, being firſt and before all things thereout paid, deducted and allowed, and likewiſe the loſſes, if any ſhall be, to be in like proportion born and ſuſtained according to the rateable diviſion of the gains aforeſaid, and that then they the ſaid parties and every of them, their Executors and Adminiſtrators, immediately upon the perfecting

perfecting and finiſhing of the ſaid finall accompt; partition and diviſion as aforeſaid, ſhall and will do their and every of their indeavours, by all the lawful waies and means that they, or any of them may or can, for the more ſpeedy recovery and getting in of all and every the ſaid ſeverall debts and duties from time to time to be due, or owing to them, or any of them, as part of the gains and ſtock aforeſaid; And that the charges of ſuing for and getting in of the ſaid debts and duties from time to time, ſhall be born and paid by all the ſaid parties rateably according to the quantity of their ſeveral ſtocks and gains aforeſaid. And that if it ſhall happen any the ſaid parties to die or depart this life during the ſaid Copartnerſhip, that then in any ſuch caſe no right of Survivour or Survivourſhip ſhall hold or take place, or be by them or any of them in any wiſe challenged, claimed or demanded, but that they the ſaid parties and every of them ſhall and may lawfully give, deviſe, diſpoſe and diſtribute his and their parts and portions of the ſaid ſtock and ſtocks, gains and increaſe to them ſeverally and properly to belong and to be due, and belonging by the true intent and meaning of theſe preſents, by their or any of their laſt wills and Teſtaments, or by any other gift or deviſe, as fully and amply, as they or any of them could or might do of their own proper money and goods, not pertinent to this accompt or joint trade. And likewiſe the executors and adminiſtrators of every ſuch perſon and perſons ſo deceaſing, may have and enjoy his and their full rateable part and portion of the ſtock and ſtocks aforeſaid, and of the gains and increaſe thereof, according to the true intent and meaning of theſe preſents, without any let, trouble, hindrance or interrnption of any other of the ſaid parties Surviving or overliving, his or their execu-

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tors, adminiſtrators or aſſignes, or any of them, any uſage, law, cuſtome or other impediment to the contrary thereof notwithſtanding. And that all the ſaid parties and perſons, before mentioned, their executors and adminiſtrators, at all times as well during the ſaid term of Copartnerſhip, as afterwards, untill the end of the whole buſineſſe ſhall be fully finiſhed and brought to perfection, by all the good waies and meanes that poſſibly can or may be, ſhall be aiding and aſſiſting unto every and each other of them, their executors and adminiſtrators, for the obtaining, ſpeedy getting, quiet holding and enjoying of every and each ones private and particular parts or portions to him or them to be due upon the partition or diviſion aforeſaid, according as to right and equity therein appertaineth and belongeth, and that without fraud and coven: And it is the intent, plain and true meaning of every and each one of the ſaid parties to theſe preſents, and each one of the ſaid parties for himſelf reſpectively, for his own, ſeveral and particular part, and for his own ſeverall and particular executors and adminiſtrators, do and doth interchangeably, ſeverally and not jointly, covenant and grant to and with every and each one of them the ſaid parties, his and their ſeveral executors and adminiſtrators by theſe preſents, That it ſhall not be lawfull to or for any of the ſaid parties at any time during the ſaid Copartnerſhip, to take out or diminiſh any part of the ſaid ſtock, or any the gains or increaſe thereof, other than ſuch ſum and ſums of money as hereafter in and by theſe preſents is licenc'd and allow'd, & that no charge ſhall in any wiſe be put to the account of the Copartnerſhip but ſuch as ſhall be for the trade of merchandizing in trade and occupying of the ſtock & ſtocks aforeſaid, and the gains and increaſe that of them and concern-

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ing the ſame ſhall come, ariſe or increaſe, unleſſe it be convenient houſe-room, and ware-houſe rooms in the parts beyond the Seas, and for ſuing and getting in of debts and duties belonging to the joint trade, and other neceſſary charges belonging to merchandize neceſſary and behooful for their ſaid joint occupying, to be born by the general accompt of the ſaid joint trade, the charges of warehouſe room, diet, lodging and ſuch like, for the time any of the ſaid parties ſhall be within the City of London during the time of the ſaid Copartnerſhip, to be upon the particular and ſole charge onely of the ſaid R. B. his executors or adminiſtrators: And it is covenanted, granted, concluded and agreed by and between all the ſaid parties to theſe preſents, and each one of the ſaid parties for himſelf reſpectively, and for his own ſeveral and particular part, and for his own ſeveral executors and adminiſtrators, do and doth &c. by theſe preſents, That he the ſaid W.C. by way of further recompence, his executors or adminiſtrators ſhall every year yearly, for and during all the time of the ſaid Copartnerſhip, be yearly allowed out of the joint ſtock and general accompt, and thereby to be born, the yearly ſum of 184 l. of lawful &c. over and above all other his gains and allowance herein before mentioned, 100 l. yearly whereof it ſhall or may be lawful to and for the ſaid W. C. to take out of the ſame to uſe, ſpend, beſtow and convert at his own free will and pleaſure, ſo farre forth that the ſaid W. C. do leave yearly the reſidue being the ſum of 84 l. to reſt, remain and run to and in uſe to and with the ſaid generall ſtock during the ſaid Copartnerſhip; The profit and loſs of which yearly ſum of 84 l. to be a divident to and amongſt the ſaid parties in like manner, according to the diviſion and proportion of their ſeveral ſtocks aforeſaid,

and

and the 84l. yearly being the principal, together with ſo much of the ſaid yearly rent of 100 l. not formerly taken out at the end and determination of the Co-partnerſhip, to be to the ſaid W.C. his executors and adminiſtrators fully ſatisfyed and paid, or otherwiſe by him the ſaid W. C. his executors or adminiſtrators out of his accompt to be deducted, and defaulked, and that the ſaid T. L. his executors or adminiſtrators ſhall by way of further recompence every year yearly for and during all &c. *prout ſupra* for W. C. any matter, cauſe, Article or thing before in theſe preſents contain'd or rehearſed to the contrary thereof in any wiſe notwithſtanding. And finally, it is covenanted, granted and agreed by and between the ſaid parties to theſe preſents, and each one of the ſaid ſeverall parties before named, for himſelf reſpectively, and for his ſeveral executors and adminiſtrators, do and doth interchangeably, ſeverally and not jointly, covenant, promiſe, grant and agree to and with each other and every of them, his and their ſeveral executors, adminiſtrators and aſſigns, by theſe preſents, that if it ſhall fortune any variance, ſute, difference, doubt, controverſie, diſcord or contention to happen, grow or be moved by and between the ſaid parties, or any of them, or the executors or adminiſtrators of them, or any of them, for, upon or by reaſon of the ſaid trade and joint occupyings, or any matter or thing thereupon depending, or upon or by reaſon of any matter or thing in theſe preſents expreſſed or ſet down; that then and ſo often from time to time, as the ſame ſhall ſo happen, and before any ſute ariſe, or trouble ſhall be attempted or ſought by any of them againſt the other, all and every the ſaid variances, differences, ſtriſes, doubts, controverſies and contentions, ſhall from

from time to time be referred and ſubmitted to the hearing, order, award and determination of four honeſt perſons, being of the company of Merchant-adventurers of *England*, for the time being, whereof one ſhall be choſen by the ſaid R. B. his executors or adminiſtrators, one other &c. for the other three, as arbitrators in and for all and every the premiſſes, if they ſhall be content to undertake the variances, ſtrifes and contentions, ſo to them to be referred within the ſpace of one moneth next after ſuch referment and ſubmiſſion to them made: And further, that they the ſaid R.B. W.C. T.L. and T.B. and every of them, their and every of their executors and adminiſtrators reſpectively, for their and every of their own ſeveral and particular parts, ſhall and will from time to time ſtand to, abide, obey, perform, fulfil and keep all and every ſuch end and ends, determination and judgement, as by the ſaid four perſons ſo as aforeſaid to be choſen ſhall from time to time be had, made and given up in writing, for and in the behalf of the ſaid parties, as touching any the variances or differences aforeſaid, without any further coven or deceit, in witneſs

An acknowledgement of a truſt in an Indenture of bargain and ſale.

THis Indenture made &c. Whereas T. W. of &c. by his Indenture of bargain and ſale, bearing date &c. for the conſideration therein mentioned, did grant, bargain and ſell unto the ſaid I.H.S.T.A.P. and R. L. their heirs and aſſigns, for ever, all that Mannor &c. (recite the bargain and ſale to the end of the *Habend.*) As in & by the ſaid Indenture of bargain & ſale amongſt divers other Covenants, grants & agreements therein contained more at large it doth

and

and may appear. Which ſaid recited Indenture of bargain and ſale was ſo made unto the ſaid I. H. S. T. and A. P. of meer and ſpecial truſt and confidence, to and for the onely uſe, benefit and behoof of the ſaid S. S. his heirs and aſſignes. Now this Indenture witneſſeth, that the ſaid I. H. &c. do hereby confeſs and acknowledge, that the ſaid recited Indenture of bargain and ſale, was and is made to and in the names of them the ſaid I. H. &c. of meer and ſpecial truſt and confidence, to and for the uſe and behoof of the ſaid S. S. his heirs and aſſignes for ever. And further the ſaid I. H. &c. in accompliſhment and performance of the truſt and confidence aforeſaid, do for them and every of them, Covenant and grant jointly and ſeverally to and with the ſaid S. S. his heirs, executors, adminiſtrators and aſſignes, by theſe preſents, that they the ſaid I. H. &c. their heirs and aſſignes, ſhall and will from time to time hereafter, upon reaſonable requeſt therefore to be made, and at the coſts and charges in the law of the ſaid S. S. his heirs or aſſigns, bargain, ſell, convey and aſſure the ſaid Mannors, and all & ſingular other the premiſſes by the ſaid recited Indenture of bargain and ſale granted & ſold, or meant mentioned or intended to be thereby bargained and ſold, and every part and parcell thereof, with their and every of their appurtenances, unto the ſaid S. S. his heirs and aſſigns for ever, in ſuch ſort, manner and form as by the ſaid S. S. his heirs or aſſignes, or his or their councel learned in the law, ſhall be reaſonably deviſed or adviſed and required, ſo alwayes, that the ſame conveyances or aſſurances, or any of them, contain no further or other warranties than onely againſt the ſaid I. H. &c. and their heirs: And further, that at any time of the making and paſſing of ſuch conveyance or aſſu-

aſſurance as aforeſaid, the ſaid Mannor & all and ſingular other the premiſſes, ſhall be free, clear and diſcharged of and from all and all manner of former bargaines, ſales, gifts, grants and incumbrances whatſoever, then before had, made, committed or done by them the ſaid I. H. &c. or any of them, or of or by any other perſon or perſons whatſoever, lawfully claiming by, from, or under them, or any of them. In witneſs &c.

An acknowledgement of a truſt by a deed poll of a Leaſe.

TO all &c. I T. M. of &c. ſend greeting &c. whereas C. D. of &c. by one Indenture of Leaſe made between &c, & &c hath demiſed &c. as in and by &c. Now know ye, I the ſaid T. M. do hereby confeſs & acknowledge, that the Leaſe or demiſe of the premiſſes aforeſaid, was and is made to and in the name of me the ſaid T. M. in truſt and confidence, and to the intent that I the ſaid T. M. ſhould upon the requeſt of the ſaid E. G. her executors, adminiſtrators or aſſigns, aſſign and convey the ſaid leaſe and premiſſes to her the ſaid E. G. her executors, adminiſtrators or aſſignes, or to ſuch other perſon or perſons as ſhe or they in that behalf ſhall name or appoint: And therefore in accompliſhment and performance of the truſt and confidence aforeſaid, I the ſaid T. M. for me, mine executors and adminiſtrators, do covenant and grant to and with the ſaid E. G. her executors, adminiſtrators & aſſigns, by theſe preſents, that I the ſaid T. M. my exec. adm. & aſſigns, ſhall & will from time to time, upon the reaſonable requeſt, and at the coſts and charges of the ſaid E. G. her executors, adminiſtrators or aſſigns, aſſign and ſet over the above mentioned premiſſes, and every of them, and all the eſtate and intereſt of me the ſaid T. M. my executors and adminiſtrators, in and to the ſame, clear and diſcharged of all incumbrances

by us or any of us to be done or committed unto the ſaid E. G. her executors and adminiſtrators, or to ſuch perſon or perſons as ſhe or they ſhall name or appoint. In witneſſe &c.

A Conveyance of Lands to the uſe of a mans heirs, with the profits during the heirs minority, limited to the payment of the Donors debts, and performance of the Teſtament.

THis Indenture made, &c. Between the Right Honourable W. Viſcount *Hereford* &c. of the one part, and the Right Honourable A. Lord *Grey & alii*, &c. on the other part, Witneſſeth, that the ſaid Viſcount, for and in conſideration of the Fatherly good will, favour and affection which the ſaid Viſcount beareth towards R. and W. the two ſons of the ſaid Viſcount, and for the advancement and preferment of the heirs males of the body of the ſaid Viſcount lawfully to be begotten, and for other the conſiderations hereafter in theſe preſents mentioned and expreſſed, hath given, granted, enfeoffed and confirmed, and by theſe preſents doth give, grant, enfeoff, and confirm unto the ſaid A. L. G. &c. All thoſe his Mannours &c. with all and ſingular Liberties, Courts, Views of Franckpledge, Fairs, Commodities, Franchiſes, Privileges, Juriſdictions, Preheminences, Emoluments and appurtenances whatſoever to or with the ſaid Mannors, Lands, Tenements or Hereditaments uſed or enjoyed, in or out of the ſame, or any of them, or any part or parcel thereof, iſſuing, renewing, happening, uſed or execiſed, and all &c.

To have and to hold &c. to the ſaid A. L. G. &c. and their heirs for ever, to the uſe and behoof of the ſaid V. for term of his life, without impeachment of waſte,

waſte, and after the deceaſe of the ſaid V. and during the time that the ſaid R. D. ſon & now heir apparent of the ſaid V. or any other, being the heir of the ſaid V. ſhall be under the age of 21 years, and untill ſome heir of the ſaid V. ſhall have accompliſhed the full age of 21. years, to the uſe of the ſaid A. L. G. and the Survivors and Survivour of them, and the executors & adminiſtrators of the Survivor of them, upon truſt, & to the intent and purpoſe that the ſaid A. L. G. &c. and the Survivors and Survivor of them, and the executors and adminiſtrators of the Survivor of them, ſhall take, receive, levy, poſſeſs, uſe and enjoy the Rents, iſſues, profits, revenews, commodities and emoluments of all and ſingular the ſaid Lordſhips, Mannors, Land, Tenements and Hereditaments, and other the premiſſes, with the appurtenances, and the ſame imploy during ſuch minority or minorities, as is aforeſaid, for and towards the performance, payment and ſatisfaction of all the legacies and bequeſts of money, annuities for years, and debts of the ſaid V. to be mentioned in the teſtament and laſt will of the ſaid V. according to the tenor, purport and true meaning of the ſaid V. in his ſaid Teſtament and laſt will to be declared, & to the uſe and intent that the ſaid feoffees, and the Survivor and Survivors of them and their heirs, ſhall with the profits, Revenues, commodities, iſſues and emoluments, coming, growing and ariſing of and in all and ſingular the ſaid Lordſhips, Mannors, Lands, Tenements and Hereditaments, beſtow, diſburſe and expend from time to time the competent and neceſſary charges in the law and otherwiſe for the defence and maintenance of the poſſeſſion and title of all and ſingular the premiſſes, and every or any part thereof, and for the reparation and defence of the buildings, edifices,

houſes and Sea-walls in and upon the premiſſes or any part thereof from time to time neceſſary, meet and convenient to be diſburſed and expended, untill ſuch time as the ſaid Legacies, debts and bequeſts of the ſaid V. to be mentioned in his Teſtament, ſhall be performed, and untill ſome heir of the ſaid V. ſhall have accompliſhed the full age of 21 years, and after ſatisfaction of the ſaid legacies, debts and annuities, and for the Surpluſage that ſhall ſurmount the ſame debts, legacies and annuities, and other the charges aforeſaid ſatisfied, to the uſe and intent, that the ſaid A.L.G.&c. ſhall imploy & ſuffer the premiſſes and ſurpluſage thereof, to go, remain and come to the uſe, profit and benefit of the heirs of the ſaid V. And after the heirs of the ſaid V. ſhall accompliſh the full age of &c. That then the ſaid A.L.G.&c. and their heirs, ſhall ſtand and be ſeized of and in all and ſingular the ſaid Mannors &c. to the uſe of the ſaid R. D. and the heirs males of his body lawfully begotten, and for default of ſuch heirs males of the body of the ſaid R. D. lawfully begotten, to the uſe and behoof of the ſaid W. D. ſecond Sonne of the ſaid V. and the heirs males of his body lawfully begotten, & for default of ſuch heirs males of the body of the ſaid W.D. lawfully begotten & to be begotten to the uſe & behoof of the heirs males of the body of the ſaid V. lawfully begotten, & for default of ſuch heir to the uſe of the heirs of the body of the ſaid V. and for default of ſuch iſſue to the uſe of the right heir of the ſaid R. for ever.

Provided alwayes, and it is the true meaning, uſe and intent of theſe preſents, That if the ſaid V. at any time hereafter during his life-time, ſhall demiſe, grant or leaſe the ſaid Mannors, Lands, Tenements and hereditaments aforeſaid, and other the premiſſes by theſe preſents granted or aſſured, or any part

part or parcel thereof, by his deed indented under his ſeal, and with ſubſcription of his name with his own proper hand, for term of any year or years, life or lives, That then and immediatly from and after every ſuch leaſe, demiſe or grant, or ſuch leaſes, demiſes or grants, ſo to be made by the ſaid V. the ſaid A. L. G. &c. and their heirs, ſhall ſtand and be ſeized of and in the ſaid Mannors &c. ſo to be leaſed or granted, To the uſe and behoof of the ſame Leſſees or Grantees, and every of them, and of their ſeveral executors, adminiſtrators and aſſigns, during the term and ſpace mentioned in the ſaid ſeveral leaſes, grants and demiſes, ſo to be made, according to the tenor, form and effect of the ſame leaſe, grant or demiſe, leaſes, grants or demiſes; ſo that the yearly rent or rents mentioned or reſerved by the ſaid V. in ſuch leaſe, demiſe or grant, leaſes, demiſes or grants, be yearly paid to the ſaid V. during his natural life, and after his deceaſe to ſuch perſon or perſons, as by the purport and true meaning of theſe preſents, ought to have the Reverſion or Remainder, Reverſions or Remainders of the Lands, Tenements or Hereditaments ſo to be leaſed or granted, within the ſpace of 20 daies next after reaſonable requeſt to be made for the payment thereof: And ſo that the ſame leſſees or grantees, their executors, adminiſtrators and aſſigns, do well and truly perform the conditions to be comprized in the Indenture or Indentures of their ſaid ſeverall demiſes or grants, according to the effect and true meaning of the ſame Indenture or Indentures.

And that the ſaid A. L. G. &c. ſhall ſtand and be ſeized of the Reverſion and Remainder, the Reverſions and Remainders of the Mannors, Lands, Tenements and Hereditaments ſo to be leaſed or granted, and after the Determination thereof, Then

alſo of the ſame Mannors, Lands, Tenements or Hereditaments, ſo to be leaſed or granted, to ſuch uſes and intents as they the ſaid L. G. &c. ſhould have ſtood or been thereof ſeized, by the purport and true meaning of theſe preſents, if any ſuch leaſe or grant had been thereof made, and that of and for ſuch eſtate and eſtates, in ſuch order and degree, with the ſame remainders, and in ſuch manner and form, to all intents and purpoſes as they ſhould have ſtood or been thereof ſeized by the purport and true meaning of theſe preſents, if no ſuch leaſe or grant had been thereof had or made (here followeth a letter of Attruney for livery of ſeizin to the Feoffes &c.) and then a proviſo, That if the ſaid V. by his writing ſigned and ſealed in the preſence of 3. Witneſſes, ſhall repeal, fruſtrate & determin, or declare to be determined, all or any the uſes aforeſaid, of or for the premiſſes, or any part thereof, That then and from thenceforth the ſaid uſes ſo to be determined or declared to be repealed, for all ſuch lands and the uſes thereof, ſo to be declared, determined, ſhall be void and of none effect: And that then the Feoffees ſhall thereof ſtand ſeized to the uſe & behalf of the ſaid V. & his heirs; Then followeth a Covenant on the ſaid V. S. part, that if the eſtate of the premiſſes be not effectually conveyed him by force of from this grant to the ſaid Feoffees, to the uſes before ſpecified, on this ſide the laſt day of &c. next coming, that then and from thenceforth the ſaid V. & his heirs, and all others to be ſeized of the premiſſes, ſo not ſufficiently conveyed, ſhall be thereof ſeized to the uſes above ſpecified, & to ſuch uſes, & with ſuch remainders as the ſaid Feoffees or the Survivor of them ſhould have ſtood ſeized thereof, by the purport of theſe preſents, in caſe the eſtate thereof had been perfectly aſſured unto them or any of them,

them according to the true meaning of theſe preſents: In witneſs whereof as well the ſaid V. as the Feoffees, have put &c.

Memorandum of the ſeizin executed with the Tenants of one of the ſaid Mannors Atturment.

MEmorandum, that the 16. day of &c. Livery of ſeizin was delivered and given by W. W. one of the Atturneys mentioned in the Indenture hereunto annexed, of, in and upon the lands of the farm of O. parcel of the Mannor of T. mentioned in the ſaid Indenture, and alſo of, in and upon the mannour-houſe and demeaſn Lands of T. by the aſſent of I. P. leſſee for years of the ſame (ſaving his term) and alſo of, in and upon the Coppice woods called T. P. to R. B. one of the Feoffees, contained in the ſaid Indenture, according to the tenour, purport and intent mentioned in the ſaid Indenture, and for and in the name of the ſaid Mannors of T. and all other the lands, tenements and hereditaments mentioned in the ſaid Indenture, ſituate and being within the ſaid C. and in the name and behalf of all the Feoffees mentioned in the ſaid Indenture; And the Tenants of the ſaid Mannor, whoſe names are immediately under-written, at the ſame execution, hearing the Indenture read, did atturn and fully aſſent to the ſame, according to the tenor, purport, intent and uſes in the ſame Indenture mentioned.

MI - 1990

An Indenture for the equal diviſion of Goods, where there are four Adminiſtrators together, they bearing and allowing one with another equal parts of charges in law in getting in the ſame, and like parts of all recovered againſt them.

THis Indenture Quadripartite made between I. C. of &c. on the firſt part; W. C. of &c. of the ſecond part &c. Whereas the ſaid I. C. and A. his wife, W. C. and A. his wife, H. H. and H. his wife, and N. C. and E. his wife, in the right of the ſame their wives, together with J. H. brother of their ſaid Wives, have had and taken upon them the adminiſtration of the goods and chattels of C. W. widow, deceaſed, late the wife of I. W. late of L. Dyer, deceaſed, and whereas alſo ſo much of the goods, chatels and debts which were of the ſaid C. as are already come to their hands, are divided into five equall parts, whereof every of the ſaid I. C. W. C. H. H. and N. C. in the right of their ſaid wives, and alſo the ſaid I. H. have ſeverally had and taken their ſeveral parts of the ſame, & now are thereof ſeverally poſſeſſed.

Now this Indenture witneſſeth, that it is covenanted, granted and agreed between the ſaid parties, And the ſaid I. W. H. and N. for themſelves and their ſaid wives, and for their executors & adminiſtrators, and for the executors & adminiſtrators of every of them, do ſeverally covenant, grant and agree every of them with the other by theſe Indentures in manner and form following, (viz.) That all the reſidue of the goods, chattels and debts which were of the ſaid C. in poſſeſſion or in right, which at any time or times hereafter ſhall come to the hands of any of the ſaid parties, or of the executors or adminiſtrators of any of them, ſhall be divided and parted in 5. equal parts

as

as aforeſaid, from time to time, as the ſame ſhall happen to come to the hands of any of them, whereof the ſaid *I.* H. to have one part of the ſaid 5. parts, and that then the other 4. parts thereof ſhall from time to time be equally divided betwixt the ſaid I. W. H. and N. and their ſeveral executors and adminiſtrators, without benefit of Survivorſhip by any means to grow to ſuch of the ſaid parties or their wives as ſhall fortune to Survive.

And it is further covenanted betwixt the ſaid parties in form aforeſaid ſeverally, that if any action or ſute be now depending, or hereafter ſhall be commenced againſt the ſaid adminiſtrators of the ſaid G. W. or any of them, for any thing wherewith they ſhall be chargeable in the law, by reaſon of the ſaid adminiſtration by them taken as aforeſaid, That then in every ſuch caſe, the ſaid I. W. H. and N. their executors & adminiſtrators, and every of them ſeverally for his own part, upon notice and requeſt made and given by any one of them to the other, or by any of their executors or Adminiſtrators, ſhall bear and pay one equal fourth part of all charges and expences to be laid out in the defence of any ſuch ſute, & one like 4 part in execution, & to the ſatisfaction of any Judgment and Recovery which ſhall happen to be be given or had againſt them or any of them in any ſuch ſute or action as aforeſaid.

And that they the ſaid I. W. H. and N. and their ſaid wives, their executors or adminiſtrators, and the executors or adminiſtrators of every of them ſeverally for their own part upon like reaſonable requeſt, ſhall and will do, knowledge and ſuffer in the law towards the other of them all and every thing & things which from time to time ſhall be requiſite or needful to accompliſh and perform their accord, covenants and agreements made amongſt them by theſe

theſe preſents, according to the purport and true meaning of the ſame.

And moreover, that they the ſaid parties, their executors and adminiſtrators, and every of them, upon like requeſt as aforeſaid, ſhall notifie, expreſſe and truly declare from time to time to the other, all ſuch goods, chattels, and debts whatſoever which were of the ſaid C. and which they ſhall know or underſtand to be in any place or cuſtody, and not parted, diſtributed, ſevered and divided according to the tenure and effect of theſe preſents; To the intent every of them may have his or their equall patts thereof, according to the tenour of theſe preſents, without fraud or coven.

And that for recovery of any debts, goods, and chattels, which were of the ſaid O. to be had and recovered to and for the uſe of the ſaid parties, their executors and adminiſtrators, and of the ſaid I. H. and in manner and form aforeſaid, They and every of them ſhall for their equal 4. parts bear and ſuſtain one equal fourth part of all coſts and charges in and about all & every the ſaid recovery and recoveries, to be born and ſuſtained from time to time as ſhall be needf^{d} and reaſonable.

And it is further covenanted, granted & agreed betwixt the ſaid parties, the ſaid parties and every of them do alſo for them, their executors and adminiſtrators ſeverally covenant & grant to and with the other by theſe preſents, that if it fortune the ſaid I. H. do dy inteſtate, by reaſon whereof any of the goods, chattels, money, plate or jewels of the ſaid I. ſhall grow or come by reaſon of law unto the ſaid parties, or their wives, or any of them, that then the Survivour or Survivors of the ſaid parties, or their ſaid wives, their executors or adminiſtrators, to whom any ſuch the goods, chattels, money, plate or jewels

ells ſhall fortune to grow or come, ſhall divide the ſame into four equal and ſeverall parts, and ſhall retain to his or their uſe one part thereof, and the other 3. parts ſhall be ſeverally delivered unto the other three parties to theſe Indentures, to their ſeverall executors or adminiſtrators equally, within two moneths after they ſhall fortune to have or come by the Poſſeſſion of any ſuch goods, chattels, plate, jewels, money &c. *In witneſſe* &c.

A Defeazance upon a Statute excellently well penn'd, it being for the payment of two thouſand pound at the end of ſix moneths, and of 200. l. per annum during life.

THis Indenture made the &c. day of &c. in the &c. of our Lord God &c. Between B. P. of *London* widow, of the one part, And W. P. of *London* aforeſaid Eſquire, ſon unto the ſaid B. of the other part, Whereas the ſaid W. P. hath lately ſold and conveyed the Mannor of L. in the County of W. and divers lands thereunto belonging, unto Sir W. P. Knight, and the ſaid B. P. hath joined with him the ſaid W. L. in a fine thereof leavyed, part of which ſaid Mannor and lands of the value of 200 l. *per annum*, were heretofore ſettled and aſſured upon her the ſaid B. for her life, for her jointure, by W. P. Eſquire, deceaſed, her late husband; And whereas the ſaid W. P. is indebted to the ſaid B. the ſum of two thouſand pounds of lawfull money of *England*, which hath remained in his hands for ſome years laſt paſt, and by agreements between them the ſaid W. P. hath hitherto paid the ſum of 200 l. *per annum*, as intereſt or conſideration for forbearance of the ſaid mony, and is ſtill to pay the like ſum ſo long as the ſaid 2000 l. ſhall remain in his

his hand. And whereas alſo the ſaid W.P. by one Recognizance or Writing obligatory of the nature of a Statute of the Staple, bearing date the firſt day of this inſtant moneth of *April*, taken & acknowledged before Sir I. B. Knight, Lord Chief Juſtice of the Court of Kings Bench at *Weſtminſter*, according to the form of the Statute in that caſe made and provided for the Recovery of Debts, ſtandeth bound unto the ſaid B. P. in five thouſand pounds of lawful money of England, payable as by the ſaid recited Recognizance or writing obligatory more plainly may appear; Now this Indenture witneſeth, that the ſaid B. P. is contented and pleaſed, and doth for her ſelf, her executors and adminiſtrators, covenant, promiſe, grant and agree to and with the ſaid W.P. his heirs, executors, adminiſtrators and aſſignes, and to and with every of them by theſe preſents, That if the ſaid W. P. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do pay or cauſe to be paid to the ſaid B.P. or her aſſigns, the ſum of 200 l. of lawfull money of *England* yearly, for and during the natural life of her the ſaid B. at two uſual feaſts or terms in the year, that is to ſay, the feaſt of St. *Michael* the Arch angell, and the *Annuntiation* of the bleſſed Virgin *Mary*, by even and equal portions, or within one and twenty daies next after either of the ſaid feaſts, the firſt payment thereof to begin at the Feaſt of &c. now next enſuing, or within 21 daies next after the ſaid Feaſt; And likewiſe if the ſaid W P his heirs, executors or adminiſtrators, or any of them, do and ſhall well and truly pay or cauſe to be paid to the ſaid B. P. her executors, adminiſtrators or aſſigns, the ſum of two thouſand pounds of lawfull money of *England*, within ſix moneths next after notice or warning given to that purpoſe to the ſaid W. P. his heirs, executors,

ecutors or adminiſtrators by any writing to be ſubſcribed and ſealed by the ſaid B.P. her executors or adminiſtrators in the preſence of two credible witneſſe, or more, and ſhall in the mean time untill the payment of the ſaid 200 l. pay or cauſe to be paid unto the ſaid B. her executors, adminiſtrators or aſſignes, after the rate of 100 l. *per annum*, according to the agreement aforeſaid, the ſame to be paid by 50 l. every half year, and the firſt payment thereof to be made on the leaſt day of &c. or within one and twenty daies next after the ſaid feaſt now next enſuing the date thereof; That then the ſaid recited Recognizance or Writing obligatory ſhall be void and of none effect, or elſe the ſaid W.P. for him, his heirs, executors and adminiſtrators, Covenanteth, willeth and granteth by theſe preſents, that the ſaid Recognizance or Writing obligatory ſhall ſtand and remain in full force and vertue.

A Releaſe made to a Sheriff for diſcharging of a priſoner.

KNow all men by theſe preſents, that I G.R. of S. in the C. of D. Victualler, have remiſed, releaſed, & quit-claimed, & by theſe preſents do remiſe, releaſe and quit-claim unto Sir W. S. Knight, now Sheriff of the ſaid County of D. all and all manner of actions, ſutes, troubles, and incumbrances whatſoever, which I may, might or ought to have againſt him, for or concerning the diſcharging or ſetting at liberty of E.N. of S. in the ſaid County Widow, being arreſted and impriſoned upon a *Capias ad ſatisfaciendum* out of the Court of Common-Pleas at Weſtminſter for 60 l. debt and 5 s. and 4 d. coſts at my ſute *returnable a die paſchæ in unum menſem* laſt paſt. In witneſſe whereof I have hereunto

unto ſet my hand and ſeal the 21 day of *May. Anno Dom.* 1627.

An Aſſignment of a Statute, by an Executor, to two of the Creditors of the Teſtator, in liew and ſatisfaction of their debts of the ſame value, ſingularly well drawn.

THis Indenture made &c. Between I. C. of the Inner Temple *London* Eſquire, Sonne and Adminiſtrator of the goods and chattels of W. C. late Citizen and Scrivener of *London* deceaſed, of the one part, and M. W. of *London* Widow, and H. I. of *London* Gentleman, of the other part. Whereas the ſaid W. C. at the time of his death, ſtood indebted unto the ſaid M. W. in the ſum of 100 l. principal debt, and to the ſaid H. I. in the ſum of 200 l. principall debt, beſides intereſt of the ſaid debts; And whereas Sir T. P. of N. in the C. of D. Knight, in and by one Recognizance or Stature, in the nature of a Statute ſtaple, bearing date the twentieth day of July, in the ninth year of the reign of the late King Charles, and made according to the Statute made and proceed for recovery of debts, taken and knowledged before Sir R. H. Knight, then Lord Chief Juſtice of his Majeſties Court of Common-pleas at Weſtminſter, is and ſtandeth bound unto the ſaid W. C. in the ſum of ſix hundred pounds of lawfull money of England, payable at the Feaſt of Saint *James* the Apoſtle then next enſuing, as by the ſaid Statute more at large appeareth. Now this Indenture Witneſſeth, that the ſaid I. C. for and towards the payment and ſatisfaction of the ſaid debts, due unto the ſaid M. W. and H. I. hath given, granted, aſſigned and ſet over unto the ſaid M. W. and

and H. I. their executors, administrators and assigns, the said Recognizance or statute, and all his right and interest therein, and all actions, extents and executions to be had or prosecuted upon the same, in as large and ample manner and form as he the said I. C. hath or at any time hereafter may or might have, by force of the said Statute. And further the said I C. doth by these presents constitute, authorize and make the said M. W. and H. I. his true and irrevocable lawfull Attorney and Attorneys, jointly and severally to sue and prosecute all manner of actions, suites, demands and executions, in and upon the said Statute or recognizance in the name of the said I. C. his executors or administrators, and to receive and recover the said sum of 600 l. in the said Statute mentioned, and all other summe and summes of mony, benefit and advantage, which shall or may lawfully be had or gotten upon the said Statute or recognizance, authorizing them and every of them by these presents to retain all such Counsellors and Attorneys, for the executing of the said suites, extents and executions, as shall be required for the following & furthering of the same, and to do and execute all and every other lawfull act and acts whatsoever, which shall be meet and expedient in and about the premisses, and the said I. C. doth for himself, his Executors and Administrators, covenant, Promise and grant, to and with the said M. W. and H. I. that he the said I. C. his Executors and Administrators, shall and will permit, suffer, allow, justifie and maintain, all such lawfull actions, suites, extents and executions as the said M. W. and H. I. or any of them, their Executors or Assignes shall and will sue or prosecute, for the levying, taking and receiving of the said sum of 600 l. contained in the said Statute,

in

in the name of the ſaid I. C. his Executors or Adminiſtrators, and that all ſumme and ſums of mony, recoveries and executions to be had and obtained upon the ſame by any ſute, action or execution, or otherwiſe, ſhall be to the onely uſe of the ſaid M. W. and H. I. to be divided betwixt them proportionably according to their ſeveral debts, in as large and ample manner and form as the ſaid I. C. might have had the ſame, and that he the ſaid I. C. hath not, nor he, his Executors or Adminiſtrators ſhall not at any time hereafter releaſe or diſcharge the ſaid debt contained in the ſaid Statute, nor any action, extent or execution to be had upon the ſame, nor do any act or acts in prejudice of the ſame: And further, that he the ſaid I. C. his Executors and Adminiſtrators ſhall at any time during the ſpace of two years next after ſuch time as the ſaid Statute ſhall be executed by way of extent, make or cauſe to be made to the ſaid M. W. and H. I. their Executors, Adminiſtrators and Aſſignes, to the onely uſe and behoof of them the ſaid M. W. and *H.* I. as aforeſaid, upon reaſonable requeſt, and at the coſts and charges in the law of them the ſaid M. W. and *H.* I. their executors, Adminiſtrators or Aſſigns, all ſuch reaſonable aſſurance and conveyance of the land which ſhall be extended and put in execution upon the ſaid Statute, as ſhall be reaſonably deviſed by the ſaid M. W. and *H.* I. or either of them, their executors, adminiſtrators or aſſignes, or their or any of their Councel learned in the law, diſcharged of all incumbrances done by the ſaid I. C. his executors or adminiſtrators. In witneſs &c.

Pre-

PRESIDENTS

FOR

Bils, Anſwers, Replications, Demurrers, Rejoinders, &c. in Chancery.

A Bill to be relieved againſt bonds, being but a Surety, and for obtaining an Injunction.

To the Right honourable the Lords Commiſſioners of the Great Seal of England.

IN all humbleneſſe complaining, ſheweth unto your good Lordſhips your dayly Orator I. S. &c. That whereas about a year, now laſt paſt, your ſaid Orator having but lately before attained to his full age of 21. years, and being in poſſibility of good means from his father; was inveigled and drawn in by one I. H. of L. Goldſmith, and one G. B. whom the ſaid H. uſed for his inſtrument therein, and did at their ſolicitations and perſwaſions, and upon their promiſes to ſupply your Orator with money for his then preſent occaſions, enter into and became bound together with the ſaid B. and one I. I. then a ſtranger to your Orator, unto the ſaid I. H. in or by two ſeverall bonds or obligations, the one of them bearing date, in or about, &c. be-

ing of the penalty of 20. l. with condition for the payment of 100 l. or thereabouts, at six moneths then following, or some other time in the said condition mentioned, now long since past and the other of the said bonds bearing date, &c. At the time of entering into which said bonds your Orator was confidently told and promised, as well by the said G. B. as by the said I. H. that he your said Oratour should have for his own use, all or the greatest part of the money mentioned in the several conditions thereof, and that he should not be compelled to repay unto the said I. H. any more money, but only so much as he should receive upon the security of the said bonds, and the interest thereof, after the rate allowable by the Statute, and that he should not be troubled with any payment, until he wellwere enabled by his Fathers meanes to discharge it, which moved your Orator the more willingly to enter into the said bonds, he presuming that he should have had his want of ready money supplyed thereby, but after your Orator had entred into, sealed & deliver'd the said bonds, he could not get nor did receive of, or from the said I. H. the Obligee or any other any money at all or other thing whatsoever, nor was there any money at all or other thing of any value disbursed, paid or delivered by the said I. H. upon, for or in respect of the said bonds so entred into or either of them, but if any money or commodities were disbursed or delivered for or upon the said bonds, then was it of small value, and that received onely by the said G B. who either converted the same unto and for his own private use, or else paid it back and restored it to the said I. H. or whatsoever it were, or howsoever disposed of, yet had not your Orator ever any penny or part thereof, and thereof your Oratour

presumed

preſumed he ſhould not have been any way troubled ſued or moleſted, upon or by reaſon of the ſaid bond or either of them, he having not received the money or any part thereof, for which the ſame were intended, nor any conſideration at all, for or in reſpect of ſuch his entring into the ſaid bonds, but was greatly diſappointed for want thereof, to his no ſmall hindrance, as was and is well known both to the ſaid I. H. and G. B. whom after the entring into the ſaid bonds, your Orator often ſolicited for the money thereupon promiſed unto him, and they as often delayed him with promiſes thereof, but to this day your Orator never had nor could get from them or either of them, any money, commodities or other conſiderations whatſoever, and ſo was meerly abuſed by them therein. Yet now ſo it is, may it pleaſe your good Lord'hips, that the ſaid I. H and G. B. intending to make a prey of your Orator and having to that end drawn him into the bonds aforeſaid, and being combined & confederated to lay upon him, the whole burthen and penalty thereof have the better to effect the ſame ſo plotted, as that the ſaid G. B. who was and is privy to the whole paſſage of the buſineſs before mentioned, and whom the ſaid H. uſed as his inſtrument to draw your Orator into the ſaid bonds, hath lately ſince the money mentioned in the conditions thereof, become thereby due, abſented himſelf with the privity, and by the procurement of the ſaid H. and liveth now in remote and obſcure places unknown to your Orator, but well known to the ſaid I. H. who while the ſaid B. was here preſent, never demanded of your Orator any money at all, nor any way queſtioned him upon the ſaid bonds, or either of them, but now the ſaid G. B. (who could detect his dealing in the premiſſes) being abſent and kept out of

the way, he the ſaid I. H. upon advantage therein, and in purſuance of their plot aforeſaid doth now pretend and give out in ſpeeches, that the ſaid bonds were reall ſecurities, and entred into for juſt debts, and that your Orator and the ſaid B. B. and I. I. or ſome one of them, had of him the ſaid H. money or commodities of the value of money mentioned in the conditions of the ſaid bonds, which money he pretendeth to be ſtill unſatisfied, and the ſaid bonds thereby forfeited: and hereupon he the ſaid I. H. hath of late arreſted your Orator, and commenced or threatneth to commence and proſecute ſeverall ſuits againſt him at the common law upon the ſaid ſeverall bonds, and ſparing the ſaid G. B. (whom he hath purpoſely abſented) bendeth all his force againſt your Orator: and albeit he the ſaid I. I. hath received ſatisfaction of and from him the ſaid B. B. & I. I. & of & from ſome others to their uſe or in their behalf, of and for all the money and commodities, if any were lent and delivered by him upon the ſaid bond, and knoweth wel that your Orator had never any part of ſuch money or commodity, nor any conſideration at all for or in reſpect of his entring into the ſaid bonds, but was meerly drawn thereunto upon the promiſes aforeſaid, which were never performed unto him, yet he the ſaid I. H. continueth ſtill his ſuit and threatnings of ſuit againſt your Orator, at the common law upon the ſaid bonds, with intent to recover of him the whole penalties thereof: and the ſaid B. B. giveth way and furtherance thereunto, and will take no courſe to free and diſcharge your Orator thereof; nor will the ſaid I. H. ſeek for ſatisfaction as he ought, (if any be due unto him at the hand of the ſaid B. B.) nor diſcover where the ſaid B. is, but both of them by a joynt confederacy

ce between them; intend to lay upon your Orator the whole burden and penalties of both the ſaid bonds; and then, to ſhare and divide the ſame between them, contrary to all right and rules of equity, and to his your ſaid Orators apparent wrong and inſupportable hindrance, unleſſe he may finde redreſſe for the ſame before your Lordſhips in the juſtice and equity of this honourable Court. In tender conſideration whereof, and of all the aforeſaid premiſſes, and for that your Orator is void of all remedy by the courſe of the common lawes of this land, to relieve himſelf in the ſaid premiſſes, and cannot there plead the matter of equity before alledged, nor any other ſufficient plea in barre, or be diſcharged of the ſaid bonds and of the ſuits there commenced and threatned againſt him thereupon, nor can thereby compell the ſaid B. B. to take any courſe for your Orators diſcharge of the ſaid bonds, or there inforce him and the ſaid I. H. to perform and make good unto your Orator their promiſes aforeſaid; for that your Orator hath no ſuch preciſe proof of the ſaid premiſſes by witneſſes now living and extant, as the common law in ſuch caſes requireth; but your ſaid Orator is for all thoſe matters before your Lordſhips in courſe of equity properly to be relieved, where he hopeth the ſaid I. H. and B. B. will upon their oathes, if they may be thereunto called, confeſſe their ſaid promiſes, and the premiſſes to be true in ſuch ſort as aforeſaid; or if they ſhall deny the ſame, that yet your Orator ſhall be able to make ſuch proof thereof by circumſtances as may in equity move your Lordſhips to relieve him therein: Therefore &c to the end the ſaid I H. & B. B. may upon their oaths declare and ſet down what, and how much money or commodities, and what ſorts, and value the

ſaid I. H. diſburſed, lent or delivered upon the ſecurity of the bonds aforeſaid, and when and to whom, and whether he had the ſame or any part, and what part thereof back again, and what other ſatisfaction he the ſaid I. H. hath received for or towards the ſaid bonds, or the money mentioned in the conditions thereof, and for whom, and to the end that the ſaid I. H. and G. B. may be ordered to diſcharge your Orator of and from the ſaid bonds, and that all ſuits at the common law thereupon againſt your Orator may be ſtayed, that the matters concerning the ſame may be here determined in and by this Honourable Court, according to equity: May it pleaſe your good Lordſhips, the premiſſes conſidered as well to grant unto your ſaid Orator proceſs of Injunction to be directed to the ſaid I. H. commanding and enjoyning him, his Councellors, Atturney or Agents and Solicitors thereby to ſurceaſe and ſtay all ſuits and further proceedings at the common law againſt your Orator upon the bonds aforeſaid, or either of them, untill the matters of equity concerning the ſame be heard and determined in and by this honourable Court; As alſo to grant unto your Orator proceſſe of *Subpœna*, &c.

A Bill of Revivor.

HUmbly complaining, &c. R. W. of, &c. brother and heirs of W. W. late of W. &c. That whereas the ſaid W. W. in his life-time, viz. in Eaſter-Terme, in the fourth year, &c. exhibited his Bill of complaint in this high and honourable Court of Chancery before your Lordſhips, the Tenor whereof followeth in theſe words. To the Right Honourable, &c. (recite the whole Bill *verbatim*) And the ſaid W. C. being accordingly ſerved with proceſſe of *Subpœna*, iſſuing out of this Court, appeared in the ſaid term, &c. and upon his

his corporall Oath then and there made his anſwer to the ſaid bill of complaint, which anſwer remaineth upon record in this Honourable Court, whereunto your Orator concerning the particular matters and circumſtances therein contained, prayeth, that he may referre himſelf for more certainty, (*and then in brief, ſhew all the further proceedings in particular*) ſince which time, may it pleaſe your good Lordſhips, that the ſaid W. W. died, whereby the ſaid bill, proceſſe and whole proceedings thereupon are abated, and yet nevertheleſſe the whole right, title and intereſt of him the ſaid W. W. in all the ſaid Meſſuages and Lands by his death are lawfully deſcended and come to your Orator, as brother and next heire unto the ſaid W. W. ſo that your Orator in equity ought to have ſuch remedy, benefit and advantage againſt him the ſaid W. C, for all the ſaid Lands, &c. as the ſaid W. W. might have had at any time in his life-time: May it therefore pleaſe your good Lordſhips, the premiſſes conſidered, that the ſaid bill, anſwer, replication, depoſitions, orders, and certificates, and the whole proceſſe and proceedings upon all and every of them, may be revived and ſtand in ſuch ſtate for your Orator againſt the ſaid W. C. and his heirs, to all intents and purpoſes as the ſame were for the ſaid W. W. at the time of the death of him the ſaid W. W and that your Orator may thereupon have ſuch and as great benefit and advantage againſt him the ſaid W. C. as your Orators ſaid brother W. W. might have had at the time of his death; and likewiſe, that it may pleaſe your good Lordſhips, to grant unto your Orator proceſſe of of *Subpœna*, &c.

The beginning and concluſion of a ſingle anſwer.

THe ſaid defendant ſaving & reſerving to himſelf now and at all times hereafter, all benefit of exception unto the incertainties, inſufficiencies and imperfections in the ſaid bil of complaint contained, for a full, plain, perfect and direct anſwer unto all and every the matters, allegations and things which are in the ſaid bill of complaint contained in any ſort or wiſe materiall or effectuall in the law for this defendant to anſwer unto, ſaith, &c.

The concluſion.

Without that, that any other matter or thing in the ſaid bill of Complaint contained, material to charge this defendant withall, or effectuall by him to be anſwered unto, and not hereby ſufficiently anſwered unto, confeſſed or avoided, traverſed or denyed is true in ſuch ſort, manner and form as herein before is expreſſed: All which this defendant doth and will be ready to averre, maintain and prove, as this Honourable Court ſhall award; and humbly prayeth to be hence diſmiſſed with his reaſonable coſts and charges in this behalf wrongfully ſuſtained.

A Plea and Demurrer.

THe ſaid Defendant by proteſtation, not confeſſing or acknowledging any matter or thing in the ſaid bill of complaint contained, laid to the charge of this defendant, to be true in ſuch manner and forme as is therein ſet forth: Saith, that the ſaid bill doth contain therein againſt this defendant, (as he is by his councel adviſed) many apparent imperfections, incertainties and inſufficiencies, ſuch as

as do afford unto him juſt cauſe and matter of exception, to plead in bar, of the plaintiffs further proceedings againſt him in this honourable Court, thereupon the benefit and advantage of exception, whereof this defendant apprehending according ly ſaith, firſt for anſwer to ſo much of the ſaid bill as is material to charge him withal, That he believeth it to be true, &c. (Anſwer what is neceſſary to be anſwered to the Plaintiffs Bill.) And as unto the accompt which the Plaintiff by his ſaid Bill demandeth of this Defendant, and to all other the matters of the ſaid Bill not before hereby anſwered unto, he this defendant for and by way of Demurrer thereunto ſaith, &c. And for all theſe matters, cauſes and reaſons before alleadged, and for divers other apparent uncertainties & inſufficiencies in the ſaid bill, doth under favour of this honourable Court demurre in law unto and upon all thoſe points of the ſaid bill not before anſwered unto, and demandeth judgment of this honourable Court, whether the premiſſes ſtanding in ſtate as is before alleadged, he this defendant ſhall be compelled to make any other or further anſwer thereunto; and whether the plaintiff ſhall be admitted to any relief, examination of witneſſes, or further proceedings againſt this defendant in this honourable Court thereupon, whoſe judgement therein this defendant humbly expecteth, and moſt humbly prayeth to be diſmiſſed, &c.

A Cer-

Certificate for a forma Pauperis in Chancery.

To the Right Honourable, the Lords Commiſſioners for the Great Seal of England.

MAy it pleaſe your Honours, to be advertiſed by us, whoſe names are here-under written That to our knowledge A. C. of, &c. is a very poor woman, and not worth 5 l. and there being ſuite in Chancery lately commenced againſt her by one R. B. the ſame beſides her trouble is like to bring upon her great expence, and unleſſe the ſame may be prevented by your Lordſhips favour by admitting of her in *Forma pauperis*, the defence of ſuch ſuite, otherwiſe is like to tend to her undoing. The conſideration of all which we humbly leave to your Lordſhips further conſideration, and do reſt

At your Honours
or Lordſhips command.

And Affidavit for the ſame.

I. S. of, &c. maketh oath that he verily believeth that A. C. of, &c. is not worth 5. l. of her own proper goods (her debts being paid) and ſhe is very lame, and by reaſon of her infirmity not well able to travel to *London* about ſuch ſuit as is proſecuted againſt her by one R. C.

Jurat. 20. die M. I. M

The

The Petition on the ſame.

To the right Honourable, &c.

The humble Petition of A. C. *of, &c. widow defendant to the bill of complaint of* R. B. *complainant.*

SHeweth, That your Petitioner is a very poor woman and not worth 5 l. as may appear by the certificate hereunto annexed of ſundry perſons of quality, to whom her poverty is well known, and there being this laſt term a long bill exhibited by the plaintiff in Chancery againſt her for and concerning, &c. and other things of like nature, ſhe in reſpect of her poor eſtate ſhall not be able to anſwer or defend that ſuit, unleſſe your Lordſhips be pleaſed to admit her in *Forma Pauperis*, to be ſued and ſue concerning the ſame.

Wherefore your Petitioner doth humbly deſire, that your Lordſhips in conſideration of her poverty (ſhe being not able to travel) would be pleaſed in that behalf to admit her in *Forma Pauperis*, and to Aſſign Maſter G. and Maſter T. to be of her Councel, and Maſter M. to be her Arturney, and ſhe ſhall ever pray, &c.

Anſw. Upon the Certificate and Affidavit of Poverty annexed, let the Petitioner be admitted to ſue and be ſued in *Forma Pauperis*, as is deſired.

T. G. &c:

The form of the title of a ſecond anſwer to be made upon a Report, &c.

THe further Anſwer of A. B. one of the defendants to the bill of Complaint of C. D. complainant,

nant according to the report of E.F. one of the Maſters of this Court made the 17. day of *J.* and of an order of this Court of the 8. of this inſtant month of *A.* 1644.

The ſaid Defendant in obedience of the ſaid order, and for further ſatisfaction of this honourable Court ſaith, &c.

All which matters and things he this defendant is and will be ready to aver and prove as this honorable Court ſhall award, and prayeth as in his former

The form of Reioinder.

THe ſaid defendant ſaving to himſelf now and at all times hereafter all and every the advantages of exception to the incertainties and inſufficiencies of the ſaid Replication, for Rejoinder ſaith; That he will averre and prove that his ſaid anſwer by him put into this honourable Court, to the bill of the plaintiffs is very true, certain and ſufficient in the law, and that all and every the matters, articles and things therein contained are true in ſuch ſort, manner and form, as in and by this defendants ſaid anſwer they are truly ſet forth and declared; without that, that any other matter or thing material or effectual in the law to be rejoyned unto in the ſaid Replication contained, and herein not well and ſufficiently confeſſed or avoided, traverſed or denyed, is true; All which matters and things this defendant doth and and will averre and prove, as this honourable Court ſhall award; and therefore prayeth, as in and by his ſaid Anſwer he hath already prayed.

A

Another Petition for admittance in forma pauperis.

HUmbly ſheweth, that D.Q. I.S. and others have much wronged and oppreſſed your Petitioner, to his utter undoing, as may appear by ſeverall writings extant to be ſhewn; and becauſe his adverſaries are rich and powerfull, and your Petitioner poor and diſtreſſed, he is unable to contend in law for his relief.

Now for that your Petitioner is not worth five pounds in all the world (his debts paid) he moſt humbly beſeecheth your Lordſhips to admit him *in forma pauperis*, in this honourable Court againſt the ſaid Parties and others, appointing him ſuch for his Councel, and ſuch for his Atturney as your Lordſhips ſhall think meet, and your Petitioner ſhall pray, &c.

A warrant upon a reference to a Mr.

20. *Junii.*
1633. *Inter W. O. quer. & R. G. defen.*

BY vertue of an order of the 30. of M. laſt paſt, I have appointed to conſider of the matter to me referred on T. next at 4. of the clock in the afternoon, at my Chamber in, &c, whereof let the ſaid plaintiff, his Clerk or Soſicitor have notice to the end they may then and there attend, and with Councel if they pleaſe.

L. C.

An

An Affidavit for ſerving a Subpœna. *Inter I. G. Quer. & R. W. Def.*

I. G. of S. in the County of, &c, maketh oath, that on, &c. of this preſent February, he perſonally ſerved a *Subpœna* out of the honourable Court of Chancery under Seal on R. W. of, &c. by delivering that (or the Labell or body, &c.) at his houſe unto the wife of the ſaid R. W. by which *Subpœna*, he was to appear at the ſuit of I. L. of, &c. and was returnable the firſt of this preſent moneth of, &c.

Jur. 6. die Feb. 1633.
J. P.

A Replication.

The Replication of T. E. *Plaintiff to the Anſwer of G. C. Defendant.*

THe ſaid Replyant, ſaving unto himſelf now and at all times hereafter, all and every the advantages and exceptions to the incertainty and inſufficiency of the ſaid Anſwer, for Replication thereunto ſaith, That he will averre and prove, that his ſaid bill by him exhibited againſt the defendant into this honourable Court is true, certain and ſufficient in the law to be anſwered unto; and that all and every the matters, articles and things therein contained are true in ſuch manner and form, as in and by the ſaid bill is ſet forth, & that the anſwer of the defendant is uncertain and untrue, and inſufficient to be replyed unto, without that, that any other matter or thing material or effectual in the law contained in the ſaid anſwer to be replyed unto, and herein not

not replyed unto confeſſed and avoided, traverſed or denyed is true, all which matters and things, the ſaid Plaintiff is, and will be ready to averre and prove as this honourable Court ſhall award,& therefore he doth pray,as formerly by his ſaid bill he hath already prayed.

An Affidavit that the defendant cannot anſwer without ſight of writings in the Countrey.

Inter { *R. G. Quer. & W. O. & al. Defendentes.*

THe ſaid Defendant W. O. maketh oath upon peruſall of the plaintiffs bill,he finds he cannot make direct and perfect anſwer to the ſame without the ſight of certain writings, which are in the County of H. about thirty miles diſtant from this Court: and further depoſeth, that his wife is at this preſent ſo ſick and weak that ſhe is not able to make her perſonal appearance in this Court without danger of her life.

Jurat. 27. die M. 1633
J. M.

The form of an Adminiſtrators accompts.

THe accompt of L. S. of, &c. adminiſtrator of all and ſingular the goods and chattels of R. S. of, &c. his brother deceaſed,aſwel of and for ſuch and ſo much of the ſame goods and chattels as came to his hands, as of and for his payments, and diſburſements out of the ſame, as followeth, &c.

The ſaid Accomptant chargeth himſelfe with all and ſingular the goods and chattels of the ſaid deceaſed,ſpecified in an Inventory thereof made & exhibited into the Regiſtry of the prerogative Court of

of Canterbury, amounting as by the ſame inventory appeareth to the ſum of ——— and petitions for allowance; as followes.

Imprimis, the ſaid Accomptant deſireth allowance of the ſeveral charges of the ſaid deceaſed, as followeth, viz. &c. amonnting one way and other, as this acomptant hath them in particulars to the ſum of ———

Item, The ſaid accomptant deſireth allowance of certain debts due by the deceaſed at his death, which this accemptant hath ſince his death paid and diſcharged, that is to pay and diſcharge as followeth, viz.

Imprimis, to ſuch a one. ———

The leading of an Inventory.

A true Inventory of all and ſingular the goods, chattels, and credits of R. S. Gentleman deceaſed, praiſed at L. the day of, &c. by I. T. &c. as followeth.

Imprimis, his purſe and apparel. ———
Item, his books. ———
Item, the anuity of A. B. ———
Item, the reverſion of N. cloſe. ———
Sum. ———
Item. one R. and E. ———
Debts. ———
Item, debts owing him. ———
Item, deſperate debts. ———
Sum.

An Answer to a bill to be relieved against 8 l. per centum, for money left in the hands of a purchaser to be paid for after that rate.

The several answer of I. L. one of the Defendants to the bill of complaint of S. C. Esquire *complainant.*

THe said defendant, now and at all times hereafter, saving to himself all advantage and benefit of exception to the uncertainties and insufficiencies of the said complainants Bill of complaint, for answer thereunto he saith, True it is, that in *November*, &c. he this defendant together with his brothers, F. R, and W. L. did bargain and sell unto W. C. in the complainants bill named, and to his heires, the scite of the capital messuage or Farme of C. with the appurtenances in the County of O. in the bill mentioned, with other lands and premisses, for which the said W. did covenant and agree to pay the sum of six thousand pounds, as in the complainants bill is mentioned, one thousand pounds whereof the said W. C. was by agreement to keep in his hands, being part of the purchase-money, for the benefit and behoof of B. L. widow, this defendants mother, and for the defendant F. L. this fendants brother, and to such person or persons, and to and for such use and uses as the said F. should nominate and appoint, to the intent that the said B. in consideration of the said one thousand pounds remaining in the hands of the said W. C. should receive fourscore pounds *per annum* in respect of her releasing of her jointure of and in the premisses, which was to be paid every halfe year unto the said B. for and during her naturall life, in case the said F. L. lived who is survivor,

and after her deceaſe the ſaid fourſcore pounds *per annum* to be paid to the ſaid defendant F. L. for and during his naturall life, and to ſuch woman as he ſhould take to wife, in caſe the ſaid F. married and dyed before ſuch a wife, for and during her natural life, for and in lieu of her joynture, with divers other Covenants and conditions contained in an Indenture made the, &c. between the ſaid B. L. and F. L. on the one part, and the ſaid W. C. on the other part, to which this defendant in all things referreth himſelf, as therein more at large the ſame doth & may appear. And amongſt the reſt it is covenanted and agreed between the parties to the ſaid Indenture that after the death of the ſaid F. and of his ſaid wife, if he did marry, then the ſaid one thouſand pounds to remain to the iſſue of their two bodies lawfully begotten, and if they have no iſſue then living, then the ſaid one thouſand pounds is to go according to the true intent and meaning of the ſaid laſt recited indenture: and if the other defendant R. L. this defendants ſecond brother ſhould happen to die, ſurviving the ſaid F. then the ſaid one thouſand pounds is to remaine in the hands of the ſaid F. for ever, and for the better ſecuring of the payment of the ſaid fourſcore pounds *per annum*, and of the ſaid one thouſand pounds, the ſaid W. C. in and by the laſt recited Indenture, did grant, bargaine, ſell, enfeoffe and confirme unto the ſaid B. this defendants mother, and to the ſaid F. L. his heires and aſſignes for ever, all that piece or parcel of paſture ground lying in C. aforeſaid, commonly called or known by the name of, &c. then in the tenure or occupation of this defendant, to which ſaid Indenture this defendant referreth himſelf, as will more at large appear. And this defendant ſaith, that the ſaid W. C. well knowing that he was there-

thereunto bound by this agreement, during his life-time, did iustly and truly pay the said fourscore pounds *per annum* unto the said B. this defendants mother, by halfe yearly payments during her life-time, who dyed about, &c.] since, and by and after the decease of the said F. L. this defendants brother by the advice and councel of the complainant himselfe, by his deed of assignment with a letter of Attorney bearing date the, &c. did for and in consideration of the summe of eight hundred and threescore pounds, part of the said purchase-money which the said F. L. did agree to pay unto this defendant, in respect this defendant joyned in the sale of the said Mannor, Lands and premisses, and did enter into a bond of four thousand pounds for payment thereof, and of other monyes to this defendants brothers accordingly, did grant and assigne unto this defendant and his heires and assignes, the said fourscore pounds *per annum*, during the life of this defendants said brother F. as in and by the said deed of assignment,) relation being thereunto had) at large the same doth and may appear. And this defendant saith, that after the said assignment so made unto this defendant, the said W. C. did by himselfe and his servant, and others on his behalf, during all his life-time, pay the said fourscore pounds *per annum* to this defendant: and this defendant is perswaded, had not the said W. C. well known that the said fourscore pounds *per annum* was due to have been paid by him; that he would not have paid the same to this defendant. And this defendant saith, that after the death of the said W. C. I. C. his sonne and heire, or some other on his behalf did pay the same unto this defendant. And this defendant believeth the complainant hath some convey ance of the said premisses from the said I. C. but for what consideration

this defendant knoweth not, and ſaith, that the complainant himſelf ſithence the ſaid purchaſe hath paid the ſame to this defendant; and therefore this defendant conceiveth that he is unjuſtly troubled touching the premiſſes. And this defendant ſaith, that therefore (under favour) this defendant conceiveth, that the ſaid fourſcore pounds *per annum*, and alſo the ſaid one thouſand pounds ſecured by part of the premiſſes bargained and ſold as aforeſaid, it being ſo long before the ſtatute made for reducing intereſt money from eight to ſix in the hundred, and the ſame fourſcore pounds *per an.* being (as this defendant conceives) due as parcel of the contract for the ſaid land aſſigned over to this defendant for great & valuable conſiderations, the ſame ſhall not now be infringed, broken or repealed for the cauſes in the bill mentioned, or for any cauſes whatſoever, the rather for that this defendant & his brother, upon the conſiderations & conditions aforeſaid did bargain and ſell the ſaid mannor, lands, and premiſſes at an under-value. Without that, that any other matter or thing in the ſaid bill of complaint contained material or effectuall in the law for this defendant to make anſwer unto, & not herein before ſufficiently anſwered unto, confeſſed and avoided, traverſed or denyed, is true in ſuch manner and form as in the ſaid bill is alleadged; and this defendant prayeth to be diſmiſſed out of this honourable Court, with his reaſonable coſts and charge in this behalf moſt wrongfully ſuſtained.

The beginning and concluſion of a bill in Chancery.

To the right honourable the Lords Commiſſioners of the great Seal of England.

SHewth unto your Lordſhips, your Orators E. L of the City N. in the County of W. Gentleman,

tleman, and M. his wife, that whereas, &c. The concluſion. May it therfore pleaſe your good Lordſhips, to grant unto your Orators proceſs of *Subpœna*, to be directed unto the ſaid W. C. thereby commanding him (or them and every of them) at a certain day, and under a certain pain therein to be limited, perſonally to appear before your Lordſhips in this high and honourable Court of Chancery, to anſwer the premiſſes; and further to ſtand unto and abide ſuch order, direction and award concerning the ſame, as unto your Lordſhips ſhall ſeem meet, and your Orators ſhal daily pray for the long continuance of your Lordſhips proſperous eſtate.

A Leaſe of a Mill.

THis Indenture made, &c. between Sir T. C. of, &c. Knight, and L. his wife, of the one part, and T. A. of, &c. of the other part, witneſſeth that the ſaid Sir T. C. and L. for and in conſideration of the rent and covenants hereafter in theſe preſents expreſſed, and alſo for divers other reaſonable conſiderations them thereunto moving, Have demiſed, granted and to farm-letten, and by theſe preſents do for them, their, &c. demiſe, grant and to farm let, unto the ſaid T. A. all that their griſt-Water-mill and Mils, being two griſt-mils under one Rooſe, commonly called or known by the name S. Mill with the appurtenances, ſcituate and being in the pariſh of, &c. ſometimes in the tenure, or occupation of one E. D. & now or late in the tenure or occupation of N. C. or his aſſignes; and the ground and ſoile whereupon the ſaid Mill and Mils now ſtand, containing by eſtimation one forth part of an acre be it more or leſſe, and alſo all the ſcite of Mill, as well cuſtomary as conventionary of all the Tenants of that Mannor of D. in the

ſaid County, and all the toll and cuſtome for grinding of all the Corne and Graine whatſoever, as well of all the Tenants and Under-tenants of the ſaid Mannor, now being or which hereafter at any time ſhall be, during the term by theſe preſents demiſed, as of all the inhabitants now dwelling or abiding, or which hereafter ſhall dwell or abide within the ſaid Mannor of Daforeſaid, and alſo all toll, benefit and cuſtome for grinding of Corn and Grain whatſoever, and alſo all and ſingular hed-wares and Mill-ponds, and the ſoile whereof the ſaid hed weares and Mill-ponds do ſtand and are builded, and all hed-wares hereafter to be builded, and the ſoile and earth thereof, and all Mill-pooles, Mill-dams, Stanks, Banks, Ponds, Streams, Waters, Water-courſes Rivers, fiſhings, fiſhing-places, Wayes, Paths, Paſſages, Eaſements, Profits, Commodities, Advantages, Emoluments and appurtenances whatſoever to the ſaid Mill and other the premiſſes by theſe preſents demiſed and granted, or any of them, or to any part or parcel thereof incident, belonging or appertaining, or with the ſame now or at any time heretofore let, uſed, occupied, had, taken, reputed or enjoyed. To have and to hold the ſaid Mill, and the ground and ſoile thereof, with the appurtenances, and the ſaid ſcite of Mil of all the Tenants of the ſaid Mannor, and the ſaid toll and cuſtome of grinding of all Corne and Grain of the ſaid Tenants and Inhabitants aforeſaid, and all toll and cuſtome of grinding of all Corne and Grain whatſoever, and the ſaid Weares, Mill-dams, Mill-ponds and the ground and ſoile thereof, Mill pools, Stanks, Banks, Rivers, Streames, Wayes, Paſſages, Fiſhings and all and ſingular other the premiſſes herein before mentioned or intended to be hereby demiſed and granted, and every part and parcell thereof, with

the

the appurtenances unto the ſaid T. A. his Executors, Adminiſtrators and Aſſignes, from the feaſt day of, &c. laſt paſt before the date hereof, for and during and unto the full end and term of, &c. from thence next enſuing, and fully to be compleat and ended; yielding and paying therefore yearly during the ſaid term, the yearly rent or ſumme of, &c. at two of the moſt uſuall feaſts or termes of payment in the year, that is to ſay, at the feaſt of, &c. by even and equal portions, the firſt payment thereof to begin and to be made at or on the feaſt day of, &c. next enſuing the date hereof: and if it ſhall happen the ſaid yearly rent of, &c. or any part thereof to be behinde and unpaid by the ſpace of 14. dayes next over or after any of the ſaid feaſts or dayes of payment, wherein the ſame ought to be paid as aforeſaid, being lawfully demanded, that then and from thenceforth and at all times afterwards it ſhall and may be lawfull to and for the ſaid T. C. and D. his wife, or either of them, their or either of their heires, executors, &c. into the ſaid demiſed premiſſes, and every part and parcel thereof to re enter, and the ſame to have again, retain and repoſſeſſe, as in his, her or their firſt and former eſtate, and the ſaid T. A. his, &c. thereout and from thence utterly to expel, put out and amove theſe preſents or any thing herein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid T. A, for himſelf, his, &c. and for every of them doth covenant, promiſe and grant, to and with the ſaid Sir T. C. and D &c. by theſe preſents in manner and form following: That is to ſay, that he the ſaid T. A. his, &c. ſhall and will from time to time, during the ſaid terme of, &c hereby granted, do and make his and their ſuit and ſervice, for and in reſpect of the premiſſes, to the Court and Courts of the ſaid Sir T. C. and D and their heires to be

kept and holden within the ſaid Mannor of D. upon ſuch reaſonable warning as there is given or uſed, or elſe in default and neglect thereof, ſhall and will yearly during the ſaid terme, pay or cauſe to be paid unto the ſaid Sir T. C. and D. and their heires, the ſumme of, &c. if it be demanded, and the ſaid T. A. doth for himſelf, his, &c. further covenant, promiſe and grant, to and with the ſaid Sir T. C. and D. that he the ſaid T. A. his, &c. within the ſpace of three years next enſuing the date hereof, ſhall and will at his and their own propet coſts and charges, lay out, diſburſe and beſtow upon, about and in repairing, bettering and amending the ſaid Mill or Mils before, hereby demiſed, where moſt need ſhall be reqnired the ſumme of, &c. and alſo that he the ſaid T. A. his, &c. at his and their like proper coſts and charges ſhall and will well and, &c. repair, amend, maintain, uphold and keep the ſaid Mils ſo to be repaired and amended as aforeſaid, and all other the afore demiſed premiſſes, with the appurtenances in, by and with all and all manner of needfull & neceſſary reparations & amendments whatſoever, when and as often as need ſhal require, during the ſaid term; and the ſame Mils and other the premiſſes with the appurtenances, ſo being well and ſufficiently repaired, upholden and amended, in the end or other determination of this preſent leaſe ſhall and will leave and yield up unto the ſaid Sir T. C. and D. or one of them, their or one of their heires or aſſignes. And the ſaid T. A. for him, his, &c. doth likewiſe covenant and grant to and with the ſaid, &c. that he the ſaid T. A. his, &c. ſhall and will wel and truly pay, or cauſe to be paid unto the ſaid, &c his, &c. the ſaid yearly rent of, &c. in manner and form as is before in theſe preſents expreſſed, limited and declared. And the ſaid Sir T. C. and D. do for them and their heires and aſſignes covenant and grant to and with the

the ſaid T. A. his, &c. that in caſe any of the Tenants or Inhabitants of the ſaid Mannor of, &c. ſhall and do at any time, during the ſaid terme hereby granted, withdraw or forceaſe to do ſuit of Mil to the ſaid Mil, or to bring and carry, or cauſe to be brought and carryed their Corn and Graine whatſoever to the ſaid Mill or Mils by theſe preſents demiſed, there to have the ſame ground, or ſhall carry the ſame to any other place or places, to any Mill or Mils to be ground, then the Steward or Stewards of the ſaid Mannor for the time being, ſhal and will upon al and every the preſentment and preſentments thereof make, ſet and impoſe upon every ſuch Tenant and Tenants and Inhabitants, ſo withdrawing and not doing his or their ſuit or ſuits of Mill to the ſaid Mill or Mils ſuch lawful & reaſonable Fine & Fines, Amerciament and Amerciaments from time to time, as in ſuch caſes is lawful and uſual, and the ſame Fines or Amerciaments ſo impoſed, ſhall receive or leavy, and being ſo received or leavyed pay and deliver the ſame or ſo much thereof as the ſaid T. A. his, &c. ſhall be prejudiced or damnified by reaſon of ſuch withdrawings as aforeſaid, unto the ſaid T. A. his, &c. And laſtly, the ſaid Sir T. T. C. and D. for them, their, &c. do covenant, promiſe and grant, to and with the ſaid, &c. by theſe preſents, that he the ſaid T. A. his, &c. and every of them, for and under the payment of the ſaid yearly rent of, &c. above by theſe preſents reſerved in manner and form aforeſaid, and performing, fulfilling and keeping all and ſingular the covenants, grants, articles, clauſes and agreements before in theſe preſents contained, which on his and their part are and ought to be obſerved, performed, fulfilled and kept, ſhall and may lawfully, peaceably and quietly, have, hold, occupy, poſſeſſe and enjoy all and ſingular the ſaid demiſed premiſſes and every part and parcel

parcel thereof, with their and every of their appurtenances, without lawful ler, ſuit, trouble, eviction ejection, moleſtation or interruption whatſoever of them the ſaid T.C. and D. or either of them, their or either of their heirs or aſſignes, or any of them, or any other perſon or perſons whatſoever claiming or to claim from, by or under him, her, them, or any of them, or for or by reaſon of his, her, their or any or either of their acts, titles, means, aſſent, conſent or procurement. In witneſſe &c.

A ſingle obligation from one to one.

KNow all men by theſe preſents, that I A. B. of the pariſh of D. in the County of E. Huſbandman, do ſtand and am firmely bounden and obliged to F. G. of H. in the County of E. Yeoman, in the ſum of fifty and one pounds and ten ſhilling of good and lawfull money of *England*, to be paid to the ſaid F G. or his true and lawful Atturney, Executors or Adminiſtrators, to the which payment well, faithfully and truly to be made, I do bind me, my heires, executors and adminſtators firmly by theſe preſents. Sealed with my ſeal. Dated the fifth day of October in the year of our Lord God, one thouſand ſix hundred fifty and one.

An Obligation from two to one.

KNow all men by theſe preſents, that we A. B. of the pariſh of C. in the County of E. Gentleman, and F. G. of the pariſh of H. in the County aforeſaid, Eſquire, do ſtand and are firmely bounden and oliged unto Sir H. I. of the pariſh of K. in the ſaid County of E. Knight, in the ſumme of one hundred and three pounds of good and lawfull money of *England*

England, to be paid to the ſaid Sir H. I. or his true and lawfull Attorney, executors or adminiſtrators, to the which payment well and truly to be made, we binde our ſelves and either of us by himſelf jointly and ſeverally for the whole and in the whole, our and either of our heirs, executors and adminiſtrators, and every of them firmely by theſe preſents, Sealed with our ſeales. Dated the tenth day of of *Septem.* in the year of our Lord God, one thouſand ſix hundred fifty and one.

An Obligation from three to one.

KNow all men by theſe preſents that we A. B. of C. in the County of D. widow, E. F. of G. in the ſaid County ſingle woman, H. I. of G. aforeſaid in the ſaid County Mercer, do ſtand and are firmly bound and oliged unto K. L. Citizen and Merchant Adventurer of *London*, in the ſumme of 400 l. of good and lawfull money of *England*, to be paid to the ſaid K. L. or his true and lawfull Atturney, executors or adminiſtrators, to the which payment well and truly to be made, we do binde us and every and either of us jointly and ſeverally, for and in the whole, our and every and either of our heires, executors and adminiſtrators and every of them firmely by theſe preſents. Sealed with our ſeals. Dated the ſifteeneth day of *October*, in the year of our Lord God, one thouſand ſix hundred fifty and one.

A condition for replevying goods.

WHereas the above named G. S. by vertue of his office, as Steward or Clerk of the Manor, &c. upon ſeverall complaints and allegations of the above bound T. H. hath granted forth ſeverall precepts

precepts for the replevying of divers and ſundry of the goods and chattels of, &c. detained by one, &c. Now therefore the condition, &c. that if the ſaid, &c. do with effect proſecute the action which he hath commenced againſt the ſaid, &c. concerning the ſaid goods, and ſhall alſo make due returne of the ſame, if return by law ſhall be adjudged, and him the ſaid G. S. from time to time, and at all times hereafter, do and ſhall ſave, defend and keep harmleſſe and indemnified, againſt all men concerning the ſaid goods and chattels, and the ſeverall replevies therefore granted; That then, &c.

Another Condition for replevying of cattel.

THe Condition of this Obligation is ſuch, that whereas W. H. Gentleman hath impounded one Mare, two Colts and two Naggs, of the goods and cattel of I. P. Clerk at Helwels pound within the liberty of Week-regs, and thereupon a replevin is orderly granted to the Bayliffe of the ſaid liberty, for delivery of the ſaid cattell unto the ſaid I. P. if therefore the ſaid I. P. do and ſhall follow the ſuit with effect againſt the ſaid M. H. for the taking and with-holding of the ſaid Mare, two Colts and two Naggs, and return the ſame, if the return thereof ſhall be ſo adjudged according to the Statute in that caſe made and provided, and alſo ſave & keep harmleſſe the above named Sir W. H. Knight, High-Sheriffe, his Deputy, Deputies and other Officers of the ſame Court of the ſaid Mannor, for, touching & concerning the granting of the ſaid replevin of the ſaid Mare, two Colts and two Naggs, and every thing elſe concerning the ſame without fraud; that then this Obligation to be void and of none effect, or elſe to remain in full force and vertue.

A

A Condition to pay the moity of a debt when it ſhall be received.

WHereas E. B. of, &c. by one Obligation bearing date, the, &c. (reciting the bond) and whereas the moity or one half part of the ſaid ſumme of, &c. is due and payable unto the within named, &c. as money by him lent unto the ſaid F. and whereas the ſaid, &c. before the enſealing of the ſame recited Obligation, did conſent and agree that the ſaid Obligation ſhould be made onely in the name of the ſaid T. L. and the ſaid T. L, to give his Obligation to the ſaid R. G. for the ſame moity or half part of the ſaid debt. Now if the ſaid T. L. his, &c. or any of them, do well and truly pay unto the ſaid R. his, &c. the ſum of, &c. at or in &c. being the moity of the ſaid, &c. on the, &c. or with as much convenient ſpeed as he the ſaid T. his, &c. can or may, next after he or they or any of them, ſhall have received the ſaid ſum of, &c. in the Condition of, &c. ſpecified, with ſuch intereſt as ſhall be due for the moity thereof. And if the ſaid ſum of, &c. ſhall not be paid at one entire payment on the ſaid, &c. according to the condition of the ſaid Obligation, then if the ſaid his, &c. do and ſhall well and truly pay unto the ſaid, &c. his, &c. without any delay the moity of ſuch part thereof as he or they ſhall or may receive from time to time, &c. That then, &c.

Articles of agreement intended, made, concluded and fully agreed upon the 10. *day of, &c. Between E. M. of, &c. and R. A. of* London *Merchant, &c.*

WHereas the ſaid E. M. the day of the date hereof, hath freely given and delived unto

to the ſaid R. A. the ſum of &c. to the intent and purpoſe that he the ſaid R. A. ſhall except and take into his ſervice to be imployed in Merchandizing affairs W. M. ſonne of her the ſaid E. M. in conſideration whereof, but more eſpecially at her requeſt, and of the affection which the ſaid R. A. beareth to the ſaid W. M. he the ſaid R. A. is contented and agreed ro accept and take the ſaid W. M. to be his ſervant in Merchandizing affaires and other buſineſſes, and accordingly to imploy him therein, not onely in *England*, but in the parts beyond the Seas, where the ſaid R. A. now tradeth, or hereafter ſhall trade, and that for the term or ſpace of ſeven years to be accompted from, &c. next enſuing the date of theſe preſents, and thereupon the ſaid E. M for her ſelf, her Executors and adminiſtrators, doth covenant and grant to and with the ſaid R. A. his, &c. by theſe preſents, that the aforeſaid W. M. her ſonne, ſhall during all the ſaid terme (if he ſo long live) well, diligently and faithfully to the uttermoſt of his power and ſkill, ſerve him the ſaid R. A. in the trade of merchandzing and other his affaires, at ſuch place or places, either beyond the Seas, or on this ſide where the ſaid R. A. ſhall deſigne or appoint him, and without abſenting himſelf out of his ſaid ſervice or imployment, or neglecting the ſame: and that he the ſaid W. M. at all times hereafter, during the ſaid terme, ſhall from time to time, not onely receive & take into hiscarge and cuſtody all & every ſuch goods & Merchandizes whatſoever, as by or for the uſe or accompt of the ſaid R. A. ſhall be conſigned or ſent to him the ſaid W. M. but alſo ſel utter and diſpoſe of the ſame goods or Merchandizes to the moſt profit he can, for the ſaid R. A. his, &c. and ſhall alſo from time to time and at all times, during the ſaid terme follow and perform

formall and every ſuch advice, directions, orders and Commiſſions, as the ſaid R. A. ſhall by letter of advice, otherwiſe give, ſend or make known to him the ſaid W. M. in, about or concerning the factory or Mechandizing aforeſaid: and alſo that he the ſaid W. M. ſhall at the charges of the ſaid R. A. his, &c. provide and keep, in due orderly manner bocks of accompt touching his ſaid imployments in Merchandizing as aforeſaid, according to the cuſtome of merchantſ in ſuch caſes uſed, and ſhall deal juſtly, truly, plainly and faithfully to and with the ſaid R. A. his, &c. in all and every his accomps, reckonings, bargains, buyings, ſellings, doings and dealings in and about his ſaid imployment in Merchandizing as aforeſaid, and ſhall from time to time, once in every ſix moneths or oftner tranſmit and ſend unto the ſaid R. A. his, &c. ttue accoumts and reckonings of all the buſineſſes and dealings of the ſaid W. M. in the premiſſes, and ſhall alſo ſend letters of advice to the ſaid R. A. ſo often as conveniently he may or can, of all matters and occurrences that ſhall neceſſarily ariſe concerning his ſervice or imploy ment, and ſhall alſo returne and come to *England*, and bring all his books of accompts with him whenſoever he ſhal be thereunto adviſed and required by the ſaid R. A. his, &c. by letters miſſive or otherwiſe: and that the ſaid W. M. ſhall from time to time upon every reaſonable requeſt, not onely ſhew forth all his bookes of accompts concerning all his doings and dealings as aforeſaid, and make and give unto the ſaid R. A. his, &c. a juſt, true, plaine and perfect accompt and reckoning in writing of, for and concerning all and every ſuch goods, wares, money, debts and Merchandizes whatſoever, as well of the ſaid R. A. for his own proper uſe, or joyntly with any others, which

ſhall

ſhall hereafter come to the hands, charge or factory of him the ſaid W. M or for which he the ſaid W. M. may or ought to be accomptable unto the ſaid R. A. his, &c. And moreover, that he the ſaid W. M. ſhall within, &c. next after the making and giving up every ſuch accompt as aforeſaid, well and truly ſatisfie, pay and deliver unto the ſaid R. A. his &c. all & every ſuch goods, wares, money, debts, Merchandizes, ſpecialties and other things whatſoever, as by or upon the foot of the ſame accompt ſhall appear, or be found to be due coming or belonging to him the ſaid R. A. his, &c. by or from the ſaid W. M. in any manner of wiſe.

Item, the ſaid E. M: for herſelfe, her, &c. doth covenant promiſe and agree, to and with the ſaid R. A. his, &c. by theſe preſents, that ſhe the ſaid E. M: her &c. at her and their own proper coſts & charges ſhal and will find, provide and allow unto & for her ſaid ſon decent and fitting linnen, woollen and al other apparel of all ſorts fitting for him in his ſervice and imployment, during the ſaid term. Item, the ſaid R. A. doth covenant, &c. to find and provide unto the ſaid &c. competent and fitting meat, drink, waſhing and lodging and all other neceſſaries (apparel onely excepted) during all the ſaid term. In witneſſe, &c.

Bonds muſt be entred into, for performance of the Articles aforeſaid.

FINIS.

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